

Tracts, for the benefit of said Second party, his heirs and Assigns, during the existence of this loan.

With all the appurtenances, and all the estate, till and interest, of the said parties of the first part therein.

And the said Jacob Hamming, Jr. and Clara M. Hamming do hereby Covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, And Seized of a good and indefeasible Estate of inheritance therein, free and clear of all Encumbrances, except as above noted, and that they will warrant and defend the same in the quiet and peaceable possession of said Second party, his heirs and Assigns, forever, Against all persons lawfully claiming the same. This grant is intended as a Mortgage to secure the payment of the Sum of Seven Thousand, Six Hundred Dollars according to the terms of one certain Mortgage Note this day executed and delivered by the said parties of the first part, to said parties of the Second part, due in two years from date hereof, with interest from date to Maturity as evidenced by Coupons attached thereto, and interest after Maturity at the rate of ten per cent per Annum until fully paid in cash or by Sheriff's deed to above described property, and this conveyance shall be void if such payment be made as herein specified, But if default be made in such payment, or any part thereof, or interest thereon, or the taxes or if the insurance is not kept up thereon, then this Conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the Second part, his Executors, Administrators and Assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by laws, and out of all the Monies arising from such sales, to retain the amount then due for principal and interest together with the Costs and Charges of making such Sale, and the overplus, if any there be, shall be paid by the party making such Sale, on demand, to said parties of the first part, their heirs and assigns.

In Witness Whereof, The said parties of the first have hereunto set their hands and Seals the day and year first above written.

Jacob Hamming, Jr. (Seal)
Clara M. Hamming (Seal)

State of Kansas County of Douglas ss. Be it Remembered that on this 23rd day of October, A.D. 1908, before me, the undersigned, a Notary Public in and for said County and State, came Jacob Hamming Jr. and Clara M. Hamming.