and delivered their fourteen certain promissory notes in writing to said party of the second part, for the sum of \$63 each, due on or before the first days of May and November in each year for seven consecutive years, with interest at ten per cent. per snnum after maturity until payment, both principal and interest payable at the office of The Merriam Mortgage Company, Topeka, Kanses, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of The Merriam Mortgage Company in securing a loan for said parties of the first part, which loan is secured my the mortgage hereinbefore reffered to and excepted, and the said notes do not represent any portion of the interest on said loen and are to be paid in full, regardless of whether said losn is paid wholly or partly before its maturity.

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Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described notes mentioned together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholy discharged and void; and other wise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is not paid, when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of seid premises. In case of foreclosure, said property may be sold with or without appraisement, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent. per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may, at its option, make eny payments necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, and sums so paid shall become a pert of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may te successfulth interest at the rate of ten per cent. per annum in any suit for foreclosure.

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

D. K. Henry. Delia L. Henry.

State of Kansas, County of Shawnee, SS:

Be It Remembered, That on this 15th day of October A. D. 1907 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came D. K. Henry and Delia L. Henry his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same. In Testimony Whereof, I have hereunto set my hand, and affixed my official seal, the day and year last above written.