This Indenture, Made this 13" day of November, in the year of our Lord, nineteen hundred and seven, by and between Anna L. Hutson (a widow) of the County of Douglas and State of Kansas, party of the first part, and the Merriam Mortgage Company, party of the second part.

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Witnesceth, That the said party of the first part, in consideration of the sum of Seven Hundred Fifty Dollars, to her in hand paid, the receipt whereof is hereby acknowledged, does by these presents Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, its successors and assigns all of the following-described real estate, situate in County of Douglas and State of Kansas.to-wit: Lots Numbered Twenty One (21) and Twenty Three (23) on Massachusetts Street, and Lot numbered Twenty Four (24) on Vermont Street in the City of Lawrence.

To Have and to Hold the Same. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining forever, free and clear of all incumbrances except one mortgage of even date herewith for \$15,000.00 due january 1st- 1913.

Provided, Always, And these presents are upon this express condition, that whereas said party of the first part has this day executed and delivered ten (10) certain promissory notes in writing to said party of the second part, for the sum of \$75.)) each, due on or before the first days of January and July in each year for five consecutive years, with interest at ten per cent. per annum after maturity until payment, both principal and interest payable at the office of The Merriam Mortgage Co., Topeka, Kansas, 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 loga for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said notes do not represent ang portion of the interest on said loan and are to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity. Now, If said party 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 wholly discharged and void; and otherwise shell 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 or 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 said premises. In case of foreclosure, seid