

covenant to be void; otherwise of full force and virtue.

Sixth. In case of default of payment of any sum herein covenanted to be paid; for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first party agree to pay to the said second party and his assigns, interest at the rate of 10 per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of --per cent per annum.

In Testimony Whereof, The said parties of the first part have hereunto subscribed their name and affix their seals on the day and year above mentioned.

Charles E. Simmons. (SEAL)

Carrie E. Simmons. (SEAL)

State of Kansas, Osage County, SS:

Be it Remembered, That on this 26th day of Febr. A.D. nineteen hundred and nine before me, the undersigned, a Notary Public in and for said County and State, came Charles E. Simmons and Carrie E. Simmons Husband and wife, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) J.A.Cordts, Notary Public.

Osage County, Kansas

My Commission expires Nov. 24th 1909.

Recorded March. 9, A.D. 1909 at 9.55 A.M.

*Floyd L. Lawrence*  
Register of Deeds.

The following is endorsed on the original instrument  
The County of Osage, Kansas, this 1st day of March 1909