

paid-in-full, regardless of whether said loan is paid wholly or partly before its maturity. 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 wholly discharged and void and otherwise 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, ~~XXXXXX~~ 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, said property may be sold with or without appraisalment, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover X 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 any payment necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent. per annum in any suit for foreclosure.

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

Albert Eberhart.

Beulah Eberhart.

State of Kansas, Shawnee County, SS. Be it Remembered, That on this 11th day of May A.D. 1909, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Albert Eberhart and Beulah Eberhart 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.

My commission expires Jan'y 5th 1913. (SEAL) Agnes McGurnaghan, Notary Public.

Recorded May 12th A.D. 1909 at 10:20 A.M.

Lloyd L. Lawrence
Register of Deeds.