

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 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, said property may be sold without or without appraisal, 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 any payments 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 on 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.

C. H. Eberhart

Mary M. Eberhart.

State of Kansas Douglas County SS. Be it remembered that on this 11 day of August A. D. 1909 before me the undersigned a justice of the peace in and for the County and State aforesaid, came C. H. Eberhart and Mary M. 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. S. Stull Justice of the peace Kanwaka township Douglas Co. Kans.

Recorded August 13th A. D. 1909 at 9.05 A.M.

Floyd L. Lawrence
Register of Deeds.

This Indenture, Made this 15th day of July in the year of our Lord nineteen hundred and nine between M. B. Ray and Annie Ray his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Wilder S. Metcalf, of Lawrence Kansas of the second part.

WITNESSETH, That the parties of the first part, in consideration of the sum of \$60. Sixty Dollars to them in hand paid the receipt whereof is hereby acknowledged, have sold and by these presents do grant, bargain, sell and convey to the said party of the second part, his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows to-wit: The East Eighty-