

ment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said parties of the second part, their successors, heirs or assigns, may without notice, declare the entire debt hereby secured, immediately due and payable, and thereupon or in case of default in payment of said promissory note at maturity, the said parties of the second part, their successors, heirs or assigns shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

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

In presence of
H. L. Muesse

Perry M. Simpson

S. D. Moherman

Mary E. Simpson

State of Kansas, Franklin County, SS. Be it remembered, That on this 23rd day of November A.D. Nineteen hundred and nine before me, the undersigned, a Notary Public in and for said County and State, came Perry M. Simpson and Mary E. Simpson, his 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.

My commission expires April 17 1911. (SEAL) J. P. Prashaw, Notary Public, Franklin County, Kansas.

Recorded Nov. 26th A.D. 1909 at 9.17 A.M.

Register of Deeds.

The following is indorsed on the original instrument Recorded in Book 4 H 5 Page 110
Know all men by these presents, That U. S. G. Plank Douglas County, in the State of Kansas, the within named mortgagee, in consideration of Four Hundred Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto The Merchants Loan and Savings Bank heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note debts and claims thereby secured and covenants therein contained. To have and to hold the same forever, Subject, nevertheless, to the conditions therein named.

In Witness Whereof, The said mortgagee has hereunto set his hand this 24 day of Nov. 1909.

U. S. G. Plank

State of Kansas, Douglas County, SS. Be it remembered, That on this 24 day of Nov. A.D. 1909 before me, Frank E. Banks a Notary Public in and for said County and State, came U. S. G. Plank to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Nov. 8th 1910 (SEAL) Frank E. Banks, Notary Public.

Recorded Nov. 26th A.D. 1909 at 1.35 P.M.

Register of Deeds.