

Seventeen (17) To have and to hold the same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever, free and clear of all incumbrances except a mortgage of even date herewith for \$600, maturing March 1st, 1915. 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 certain promissory notes in writing to said party of the second part, for the sum of \$3.00 each due on or before the first days of march and September 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 loan 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 any 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; 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, 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 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 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 party of the first part has hereunto set his hand the day and year first above written.

Charles C. Knox.

State of Kansas, Shawnee County, SS. Be it remembered, That on this 18th day of March A.D. 1910 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles C. Knox, single who is personally known to me to be the same

The following was entered on the original instrument
The amount secured by this mortgage does not exceed
in full and the same is hereby certified to this 14th day of April 1910
The Merriam Mortgage Co.
Topeka, Kansas
E. B. Merriam, Notary
Recorded April 15-1910
Hoyt & Lawrence
Register of Records