

default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said parties agree to pay to the said second party, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid. In Witness Whereof, the said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Thomas W. Cree (SEAL)

Sadie L. Cree (SEAL)

State of Kansas, Shawnee County, SS. Be it remembered, that on this 11th day of November A.D. 1911 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas W. Cree and Sadie L. Cree, his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same. In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.

my commission expires July 23th 1915. (SEAL) I. L. Betzer, Notary Public.

Recorded November 16th A.D. 1911 at 9:15 A.M.

Iloyd L. Lawrence
Register of Deeds.

This Indenture, Made this first day of November in the year of our Lord nineteen hundred and eleven by and between Thomas W. Cree and Sadie L. Cree, husband and wife, of the county of Douglas and State of Kansas, parties of the first part, and The Merriam Mortgage Company, party of the second part: Witnesseth, that the said parties of the first part, in consideration of the sum of Eighty four Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain sell, convey and warrant unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in County of Douglas and State of Kansas, to wit: The West half of the Southwest Quarter of Section Eleven (11) Township twelve (12), range Seventeen (17), excepting a tract in the Southwest corner of said land described as follows; Beginning Forty-two (42) rods east of the Southwest corner of the Southwest Quarter of Section Eleven (11), Township Twelve (12), range Seventeen (17); thence West Forty-two rods; thence North Sixty-six (66) rods; thence Southeasterly Seventy-eight (78) rods, to place of beginning, containing Eight and one-half ($8\frac{1}{2}$) acres, more or less, to have and to hold the same, Together with all all and singular the tenements, hereditaments and appurtenances there-to belonging, or in anywise appertaining, forever, free and clear of all incumbrances except a mortgage of even date herewith for \$1200, maturing November 1st, 1918.

Provided, Always, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered their fourteen