pal or interest, or any part of the indebtedness secured by this mortgage or any interest thereon, be not paid when due, or if 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 first 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.

> A. B. Webber (SEAL) Nancy Webber (SEAL)

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State of kansas, Shawnee County, SS. Be it remembered, that on this 10th day of April A.D. 1912 before me, the undersigned, a notary Public in and for the County and State aforesaid, came A. B. Webber and Nanoy Webber, 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 on the day and year last above written.

Conmission expires June 27 1912. Anna Buchanan, Notary Public. Recorded April 31th A.D. 1912 at 9:00 A.M. Slags L. Saureur

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## Register of Deeds.

This Indenture, Made this First day of April A.D. 1912 by and between Leroy Brown and mary R. I. Brown, his wife, of Lawrence, County of Douglas and state of Kansas, parties of the first part, and F. M. Perkins party of the second part,

Witnesseth, That the parties of the first part, in consideration of the sum of Three Hundred Fifty (350.00) Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and convey unto the party of the second part, his heirs, executors, administrators or assigne the following described real estate situated in the County of Douglas and State of Kansas, to-wit: Lot Eighty Nine (89) Block Twenty Four (24) on Arkansas Street, West Lewrence, Douglas Co. Kansas. To have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging. The parties of the first part covenant and agree that at the delivery hereof they are the lawful owners of said premises and seized of a good and indefeasible estate of inheritance therein freeand clear of all incumbrances, and will warranty and defend the same in the quiet and peaceable possession of the party of the second part, his heirs, executors, administrators or assigns forever. This Grant is intended as a mortgage to secure the payment of Three Hundred Fifty (\$350.00) Dollars according