

Ninth, It is further agreed that if payment be made as herein specified, and all the agreements made herein faithfully kept and performed, then this mortgage shall be released at the cost of the mortgagors, which cost they agree to pay. But if the maker of said note shall fail to conform to or comply with any of the covenants contained in this mortgage, at the time they are agreed to be done, the whole sum of money herein secured may, at the option of the holder of the note hereby secured, and at its, his or her option only, and without notice, be declared due and payable at once, and the mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, together with the statutory damages in case of protest; and said second party, its successors or assigns, or any legal holder hereof, shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect the rents issues and profits thereof; and do further agree that the contract embodied in this mortgage and note secured hereby shall in all respects be governed, construed and adjudged according to the laws of the State of Kansas at the date of their execution. Provided, That no stipulation contained in this mortgage shall in any wise be deemed to impair the negotiability of such note. The foregoing covenants and conditions being kept and performed, this conveyance to be void; otherwise of full force and virtue. In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Signed sealed and delivered in the presence of)
F. C. Whipple
C. E. Cory

George W. Hardtarfer
Rena O. Hardtarfer

State of Kansas, Douglas County, SS. Be it remembered, That on this 28th day of August A.D. 1912, before me, the undersigned, a Notary Public in and for said County and State, came George W. Hardtarfer and Rena A. Hardtarfer, Husband and 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.

(SEAL)

W. F. March, Notary Public

Residence Lawrence, Kansas.

Expiration of commission as Notary July 24 1913.

Recorded August 28th A.D. 1912 at 4:10 P.M.

J. L. Lawrence
Register of Deeds.

This Indenture, Made this 9th day of August in the year of our Lord One thousand Nine hundred and Twelve between George W. Hardtarfer and Rene O. Hardtarfer, Husband and wife, of the County of Douglas and State of Kansas, of the first part, and The Deming Investment Company, a corporation under and by virtue of the laws of Kansas, of the second part, Witnesseth, That the said parties of the first part, in consideration of the sum of Two Hundred and Eighteen and no/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant,

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