

bargain, sell and mortgage to the said party of the second part, its successors or assigns, forever, all that tract or parcel of land situated in the County of Douglas and state of Kansas, described as follows, to-wit: The West Half of South East quarter of Section Twenty Seven (27) in Township Fourteen (14) Range Nineteen (19) East of the Sixth Principal meridian, containing in all 80 acres, more or less, according to the government survey thereof, with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and will warrant and defend the same, and that the same is free and clear of all incumbrances of whatsoever kind except one certain Mortgage for \$2500 made to The Deming Investment Company. This Grant is intended as a mortgage to secure the payment of the sum of Two Hundred and Eighteen and No/100 Dollars, payable as follows, to wit: \$73.00 due August 1st, 1913, \$73 due August 1st 1914, \$72 due August 1st 1915. according to the terms of 3 certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part, and this conveyance shall be void if such payment be made as herein specified. Now if payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which cost they agree to pay. but if said sum of money, or any interest thereon, is not paid when due, or if any taxes or assessments, now or hereafter levied or imposed in said county or state, against said real estate, or upon this mortgage or the notes secured thereby, or if any installments of principal or interest of any mortgage or lien prior to this, are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as hereinafter set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice. But the legal holder of this mortgage may, at his option, pay such taxes, assessments or installments of principal or interest, or charges for insurance, so due and payable as the mortgagors or assigns shall neglect or refuse to pay, and said amounts, together with interest thereon at the rate of 10 per cent per annum, payable semi annually, shall be an additional lien upon the said mortgaged property, and the same shall be secured by this mortgage; and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived, or not, at the option of the party of the second part its successors or assigns, and the said mortgagee, or assigns, shall be entitled to immediate possession of the premises and the rents, issues and profits thereof and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with costs and charges of making such sale; and the overplus, if any therebe, shall be paid by the party making such sale

*The following is endorsed on the original instrument
By Mrs. A. S. Whelan does hereby
know all men by these presents that*