

real estate for the sum of \$280.00 with interest thereon at the rate of seven per cent. payable annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part, or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage. And if default be made in the payment of any one of the installments described in this mortgage, and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent per annum from the date of said note until fully paid. Appraisal waived at option of mortgagee.

Now If said Matt J. Fortner shall pay or cause to be paid to said party of the second part, her heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and 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, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said party of the first part, for himself and his heirs does hereby covenant to and with the said party of the second part, executors, administrators, or assigns, that he is lawfully seized in fee of said premises and has good right to sell and convey the same, that said premises are free and clear of all incumbrances, except the mortgage as herein stated for \$280.00 given to Lily F. Crocker, and that he will and his heirs, executors and administrators shall forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF The said Party of the first part has hereunto set his hand the day and year first above written.

Attest:

C.F. Richards

Matt J. Fortner.

State of Kansas, Douglas County, SS. Be it remembered that on this 20<sup>th</sup> day of

December A.D. 1912 before me, C.F. Richards, a Notary Public in and for said County and state, came Matt J. Fortner, unmarried, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the