cessors and assigns. Seventh. That if such payments be made as are herein specified, this conveyance shall be void; but if any note herein described, whether for principal 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 ennually on unid 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.

> · John M. French (SEAL) Cornelia French (SEAL)

State of kansas, Shawnee County, SS. Be it remembered, That on this 22nd day of January A.D. 1913, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John M. French and Cornelia French, 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 Dec. 11, 1915. (SEAL) Sidney S. Smith, Notery Public.

Recorded Jany. 27th A.D. 1913 at 10:10 A.M.

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Floyd L Lawrence Remister of Deeds.

This indenture, Made this 14th day of January in the year of our Lord nineteen Hundred and thirteen by and between John M. French and Cornelia French, 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 Fifty Six 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, situate in county of Douglas and state of Kansas, to wit: A part of Lot Numbered One (1) in the Southeast Quarter of Section Twenty Five (25), Township Eleven (11) Range Seventeen (17), East of the Sixth Principal Meridian, described as follows: Beginning on the right bank of the Kansas River at original meender corner of Range line between ranges Seventeen (17) and Eighteen (18) thence South Three (3) chains, Ten (10) links, to a stake on creek bottom, thence up said creek to a stake on the South line of said Section, thence West Six (6) chains and Eighty-two (82) links, thence North Nineteen (19) chains and Ninety one (91) links to the right bank of the Kansas River, thence down the right bank of the Kansas river to