

before referred to and excepted, and the said notes do not represent any portion of the interest on said loan and are to be paid in full, regardless of whether said loan in paid wholly or partly before its maturity. Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described notes mentioned together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage is not paid, when the same is due, or 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, then the whole of said sum or sums, and interest thereon shall, by these presents become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisement, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may, at its option, make any payments necessary to remove any outstanding title, lien or incumbrance on said premises other then herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of interest at the rate of ten per cent per annum in any suit for foreclosure. In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

George M. Nichols

Jennie A. Nichols

State of Kansas, Douglas County, SS. Be it remembered, That on this 8<sup>th</sup> day of February A.D. 1913 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came George M. Nichols and Jennie A. Nichols, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same. In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written. My commission expires 28<sup>th</sup> Decr. 1913. (SEAL) Hugh Blair, Notary Public.

recorded Feby. 8th A.D. 1913 at 3:55 P.M.

*Floyd L. Lawrence*  
Register of Deeds.