located, containing Seventy Four (74) acres, being in Shawnre County, kansas; also six (6) acres lying situate in Douglas County, Kansas, described as follows: Beginning at that part of Lot Two (2) of the North Half of the South west Quarter of Section Thirty Five (35); Township Eleven (11), Range Seventeen (17), east of the Sixth Principal Meridian, described as follows: Beginning at the Northwest corner of said Lot Two (2), thence South Forty (40) Rods to the Right of way of the A. T. & S. F. R. R. Co., thence East along said right of way Eighty (80) Rods more or less to the River Bank, thence Northwest along the River Bank to the place of beginning. The number of acres hereby conveyed being Eighty (80), more or less. To Have and to hold the same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever, free and clear of all incumbrances except a mortgage of even date herewith for \$3700, maturing December 1, 1919, Provided, Always, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered their fourteen certain promissory notes in writing to said party of the second part, for the sum of \$18.50 each due on or before the first days of June and December in each year for seven consecutive years with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of the Merriam Mortgage Co., Topeka, Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of the Merriam Mortgage Company in securing a loan for the said parties of the first part, which loan is secured by the mortgage hereinbefore 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 is paid wholly or partly before its maturity. Now, If said parties of the first part 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 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, 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 ageinst 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 suns, 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 of withour 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 payments of interest, or in any of the conditions of this contract. Said party of the second part may, at its option, rake, any payments necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become

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