manner as the principal sum hereby secured. And the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreemEnts herein contained, then, or at any time thereafter during the continuance of such default, the said parties of the second part, their successors, heirs or assigns, may without notice declare the entire debt hereby secured, immediately due and payable, and thereupon or in case of default in payment of said promissory hote at maturity, the said parties of the first part, their successors, heirs or assigns, shall be entitled to immediate possession of said premises, and may proceed to forcelose this mort-gage and in case of forcelosure the judgment rendered shall provide that the whole of said premises be sold together and not in parcels. In Witness Whereof the said parties of the first part have hereunto set their hands theday and year first above written. Leara L. Hadley In Presence of: Lydia G. Hadley din-51 - JP 4

J. B. Boss W.G.Hazen.

289

State of Kansas,

Douglas County.

Be it Remembered that on this 28" day of June A.D. Nineteen Hundred ad thirtcen before mc, the undersigned, a Notary Public in and for said County and State came, Lears L. Hadley, and Lydia G. Hadley, his wife, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed and duly acknowledged the execution of the same to be their voluntary act and deed

In Testimony Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

my commission expires March 28, 1917. (SEAL) J.B.Ross, Notary Public Douglas County , Kansas.

RECORDED JULY 1, 1913 AT 9:48 A.M.

99.

Floyd & Lawrence Register of Deeds.

THIS INDENTURE, Made the second day of June A.D. 1913 between Leara L. Hadley and Lydie G. Hadley, his wife, of the County of Douglas and State of Kansas of the first part and J.L. Petty john & Co., of Olathe, Johnson County, Derty Kansas, parties of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Eighteen Hundred and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said parties of the second part, their successors, heirs and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit: The Northwest quarter (±) of the Northwest quarter (±) of section Number Sixteen (16) Township Number Fifteen (15) Range Number Twenty (20) East of the sixth (6th) Principal Meredian in Dougles County, Kansas.

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in anywise appertaining including any right of homestead and every contingent right or estate therein, unto the said parties of the second part, their successors, heirs and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenants that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clearof all incumbrances; and they they will warrant and defend the same against the lawful claims of all persons whomsoever. Makers reserve the option to pay this note at maturity of coupon due December First 1913 or any coupon thereafter by giving thirty days notice. PROVIDED HOWEVER, that if the said party of the first part shall pay or

cause to be paid, to the said parties of the second part, their successors, heirs cause to be pair, to the said matrixs of the science matrix of the science of th payable on the first day of December and June in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note No 43516. bearing even date herewith, executed by said party of the first part to J.L. Pettyjohn & Co., of Olathe, Johnson County, Kansas, and payable at the office of said J.L.Pettyjohn & Co., of Olathe Johnson County, Kansas, and shall perform all and singular the covenants herein contained, then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to remain in full force and effect.

AND the said parties of the first part do hereby covenant and agree to pay or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges, or attorney's fees incurred and paid by the said parties of the second part, their successors, heirs or assigns, in maintain ing the priority of this mortgage or in defending the title to the land hereby mortgaged, or the validity of this mortgage when attacked by parties other than the mortgagor.