THIS INDENTURE, Made this 23rd day of October in the year of our Lord, one thousand nine hundred end thirteen, between Raymond A. Sohwegler and Eula Schwegler his wife of the City of Lawrence in the County of Douglas, and State of Kansas, of the first part Gud-THE OTTAWA MUTUAL LOAN AND SAVINGS ASSOCIATEON; of the City; of Ottawa, in said County of Pranklin, of the second part:

WITNESSETH, That the parties of the first part, in consideration of the sum of Thirty four hundred Dollers, to them duly paid, have sold and by these presents, do grant and convey to the said party of the second part, and to its assigns, all that tract or "PARCEL OF LAND situated in said Douglas County, and State of Kansas, and desoribed as follows, to-wit: Lot Thirteen (13) in Hosfords Second Addion to the city of Lawrence, with all the appurtenances, and all the estate, title and interest of the parties of the first part therein.

THIS GRANT is intended as a mortgage, to secure the payment and full performance of all the obligations and conditions of a certain Bond, this day executed by the said parties of the first part and H. A. Dunn to the said THE OTTAWA MUTAL BOan and Savings Association; for the Payment of \$3400.00 as therein provided; in pursuance of the By-Laws thereof; and upon the full and promt performance of all said conditions of all said Bond by the parties signing the same, this conveyance shall be void.

But if default be made in the performance of any conditions of any of said Bond , or in the making of any payments therein provided, when the same shall be due; or if the taxes and assessments of every nature which are assessed or levied against said premises are not paid at the time when the same are by law made due and payable; or if the insurance is not kept up as provided in said bond then, upon the happening of any of said failures, the whole of said sums as mentioned in all of said Bond, together with such fines and penalties as shall accrue under the By-Laws of said Association, shall immediately become due and payable, and it shall be lawful for the said party of the second part, or its assignation, the thereafter, to cell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sale, to retain the amount of said Bond, interest, fines and penalties, less only the amount of all dues paid as principal upon said Bond, together with the 'costs and charges of making such sale, and the overplus, if any therebe, shall be paid by the party making such sale on demand, to the said parties of the first part their, heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year above written.

> Raymond A. Schwegler Eula Schwegler.

315

State of Kansas, Douglas County, SS.

released on the

3

mority

Ke

der

8

Recorded

913

m

The

trup within 12h

wellownest this Salue received

wal Pranta 1920

G

milo

630

On this 24th day of October A.D. 1913, before me, a Notary, Public, in and for said County, personally and Raymond A. Schwegler and Eula Schwegler his wife to me personally known to be the identical persons described in, and who executed the foregoing conveyance as grantors and duly acknowledged the. execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My commission expires June 13:1917, Mm. T. Sinolair, Notary Public.

Recorded Oct., 25th., A.D. 1913, at 10:31, A.K.

Hoy Laws

THIS INDENTURE, made . the Twenty-fifth day of October A.D. 1913bstween Charles A. James and Margaret J. James, his wife; of the County of Douglas and the State of Kansas, party of the first part, and J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas,

M parties of the second parts, N Witnesseth, that the said party of the first part, in consideration of the sum of M Twenty-four 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 es-

tate in the County of Douglas and State of Kansar, to-wit: The West half $(\frac{1}{2})$ of the Southwest guarter $(\frac{1}{2})$ of Section Number Thirty (30). Township Number Thirteen (13), Range Number Twenty-one (21), East of the Sixth (6th) Principal Meridian in Douglas County, Kanses.

To Have and to Hold the same, with the appurtenances thereto belonging or in any wise 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 to convey an absolute title infree to said premises.

And said party at the first part hereby covenants that they are lawfully seized of said premises and free and clear of all incumbrances; and that they will warrant and defend the same egginst the lawful claims of all persons whomsoover. Makers have the privilege of paying 5100, or any multiple thereof at any maturity of coupon due November 1st, 1914, or any coupon thereafter by giving 60 days notice in writing until the principal is reduced to not less than \$500., which amount may be paid inone pay-

ment, at any interest paying date, by giving notice as above stated. Provided "However, that if the said party of the first part shall pay, or caused to be paid, to the said parties of the second part, their successors, heirs or asigns, the principal sum of Twenty-four Hundred and no/100 Dollars, on the first day of November, A.D. 1918, with interest thereon at the rate of 52 per sent, per annum, payable on the first day of May and November in each year, together with interest at the rate of ten per cont per annum on any installments of interest which shall not have been paid C when due, and on said principal sum after the same becomes due or payable, according to thebenor and effect of a promisory note No. 44146, bearing even date herewith, executed by, said party of the first part to J. L. Pettyjohn & Co. of Olathe, Johnson