

Wellsville bank, Wellsville, Ks., And this conveyance shall be void if such payments be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the first part, or the said party of the second part, her executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or 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 last above written.

F. M. Hockenberry (SEAL)

Susanah Hockenberry (SEAL)

State of Kansas, Franklin County, SS.

Be it remembered, That on this 15th day of December, A. D. 1913, before me a Notary Public in and for said county and state, came F. M. Hockenberry and Susanah Hockenberry, 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 subscribed my name and affixed my official seal on the day and year last above written. Commission expires 24 day of February 1914.

(SEAL)

Harry L. Maesge, notary Public.

Recorded Dec. 16th A.D. 1913 at 9:40 A.M.

Doyle Lawrence
Register of Deeds.

This Indenture, made this first day of December 1913, by and between E. F. Caldwell and Hattie N. Caldwell, his wife of Lawrence County of Douglas and State of Kansas, hereinafter called the party of the first part and F. M. Perkins, hereinafter called the party of the second part,

Witnesseth, That whereas the party of the first part is indebted to the party of the second part in the principal sum of Three hundred Fifty and no/100 Dollars, for an actual loan of money and has given a certain note and mortgage of even date herewith for said sum, upon the following described realty, to-wit: Lot One Hundred nineteen (119) in Block Thirty three (33) in West Lawrence, Douglas County, Kansas, County of Douglas and state of Kansas; and for the purpose of securing said note, said party of the first part has entered into this contract with the party of the second part; it is therefore, hereby declared that the said note and mortgage and this indenture form one complete and indivisible contract, which must all be construed together in order to determine the intention of the parties.

The terms of the contract, as expressed by said note and mortgage and this indenture, are declared to be as follows: The party of the second part has advanced to the party of the first part an actual loan of money of said amount, which shall be paid as hereinafter set forth. In addition to the realty covered by said mortgage, the party of the first part has assigned and conveyed to the party of the second part a Cumulative Certificate of Deposit of the par value of \$350.00 of the Perkins Loan & Trust Company of Lawrence, Kansas. The party of the first part agrees to pay to the said Perkins Loan & Trust Company on the first of every month as a deposit on said Cumulative Certificate the sum of \$ Four and twenty cents for a period of seventy-two months, unless this indebtedness and interest computed on basis herein provided, shall be previously paid and this contract terminated. In consideration of said party of the second part, accepting monthly installments of interest, instead of semi-annual payment of the same, said party of the first part further agrees to pay to said party of the second part, his heirs, executors or assigns to the Lawrence National Bank, Lawrence, Kansas, in lieu of semi-annual interest to accrue upon said principal indebtedness on the first day of every month for a period of seventy-two months, the sum of \$two and eighty cents, unless this indebtedness shall be previously paid and this contract terminated. The party of the first part shall make said payments to the party of the second part in lieu of Semi-annual interest of said indebtedness, in the manner above set forth, and at the same time make regular monthly payments upon the said Cumulative Certificate of Deposit to the Perkins Loan & Trust Company, as aforesaid, the said certificate being at all times a part of the security of this loan. It is expressly agreed that all the proceeds arising from said Cumulative Certificate shall be used to pay said indebtedness and upon the payment of said principal and all interest at maturity, according to the terms of this indenture and said note and mortgage, the said mortgage shall be satisfied and note cancelled. It is agreed that after one year, and before the expiration of four years, the party of the first part may pay the principal at the anniversary of the date hereof, or at the date of any semi-annual payment by paying five per cent premium and all payments due and giving thirty days notice in writing to Messrs. Perkins & Company, at Lawrence, Kansas, the authorized agents of the party of the second part, and after four years by paying two and one-half per cent premium and all payments due and notice of having been given as hereinbefore provided.

It is further agreed that the party of the first part shall pay the regular monthly payments on said Cumulative Certificate of Deposit and maintain the same in good standing until this contract is fully complied with, and if any default be made in the payment of any sum herein covenanted to be paid, or in the case of the breach of any covenant in this indenture or the said note and mortgage contained, then the party of the

See Caldwell & Co. Conf. 57 Dec. 1913.

*The following is endorsed on the original instrument:
"I have all well by these presents that I, M. Perkins, do hereby acknowledge the full payment of the debt secured by this instrument."*