

second part, his heirs, executors, administrators or assigns, may declare the principal debt immediately due and payable and may forthwith proceed without notice to enforce collection thereof, and may foreclose this indenture and said mortgage and sell the real estate given as security, according to law, and shall expressly have the right to sell said Cumulative Certificate of Deposit at public or private sale and surrender the same to said Company for cancellation, and apply the funds so arising to the payment of all monthly payments, due and unpaid on this contract to the date of such default, and costs of said proceedings and all interest due and any advances made for the party of the first part and the principal indebtedness and after all lawful charges have been paid, the balance, if any, to be paid to the party of the first part, his heirs, executors, administrators or assigns.

Now, if the party of the first part shall pay the several sums as provided in this indenture and said note and mortgage and discharge all the covenants and agreements therein contained, then this indenture shall be null and void, and if recorded, shall be discharged in the manner provided for the satisfaction of mortgages.

Witness our hand and seals the day and year first above written.

E. F. Caldwell
Hattie N. Caldwell

State of Kansas, County of Douglas, SS.

Be it remembered, That on this Ninth day of December 1913 before me, a Notary Public, within and for said County and state, came E. F. Caldwell and Hattie N. Caldwell to me personally known to be the same persons described in and who executed the foregoing indenture 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 at Lawrence Kansas, the day and year last above written.

My commission expires September 26, 1917.
(SEAL)
recorded Dec. 17th A.D. 1913 at 9:22 A.M.

Chas. F. Oehrle, Notary Public.

Henry L. Lawrence
Register of deeds.

This Indenture, Made this first day of 1st November 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 Two Hundred 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 sixty one (61) in Block Thirteen (13) West Lawrence, City of Lawrence, Douglas Co. 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 at the par value of \$--- 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 \$2 and 40 cents for a period of seventy-two months, unless this indenture 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 agree to pay to said party of the second part, his heirs executors or assigns at 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 \$1 and 50 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 semiannual interest on 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 year, 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 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 second part, his heirs, executors, administrators or assigns, may declare the principal debt immediately due and payable and may forthwith proceed without notice to enforce collection thereof, and may foreclose this indenture and said mortgage and sell the real estate given as security, according to law, and shall expressly have the right to sell said Cumulative Certificate of Deposit at public or private sale and surrender the same to

*The following is endorsed on the original indenture.
From all moneys these covenants that E. F. Caldwell have
hereby acknowledged full payment of the debt secured by the foregoing
indenture, as further to the Register of Deeds of the County of Douglas,
in the office of which it is being filed the same is given.*

F. M. Perkins.

Recorded Dec 25 1913
Edw. J. Postle
Register of Deeds

for Release Dec 25 1913