

possession of the above described premises, and may at once take possession, and receive and collect the rents, issues and profits thereof; and do further agree that the contract embodied in this mortgage and note secured hereby shall in all respects be governed, construed and adjudged according to the laws of the State of Kansas at the date of their execution. Provided, That no stipulations contained in this mortgage shall in any wise be deemed to impair the negotiability of such note.

The foregoing covenants and conditions being kept and performed, this conveyance to be void; otherwise of full force and virtue.

In Witness Whereof, The said parties of the first part have hereunto set their hands, the day and year first above written.

Signed and delivered in the presence of

J. B. Pugate
Arthur M. Spalding

F. E. Kimmons
Donna Kimmons
J. Robinson

State of Kansas, Douglas County, SS.

Be It Remembered, That on this 20th day of Jan'y. A.D. 1914, before me, the undersigned, a Notary Public in and for said County and State, came F. E. Kimmons and his wife Donna Kimmons, and J. Robinson a widower 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.

Expiration of commission as Notary May 21 1914. (SEAL) J. B. Hosford, Notary Public, Douglas County, Kansas

Recorded Jan. 27th. A.D. 1914, at 1:20 o'clock P.M.

By J. B. Hosford
Register of Deeds
Deputy.

This Indenture, Made this 17 day of Jan'y, in the year of our Lord One Thousand Nine Hundred and Fourteen, between F. E. Kimmons and his wife Donna Kimmons and J. Robinson, a widower of the County of Douglas, and State of Kansas, of the first part, and The Denning Investment Company, a corporation under and by virtue of the laws of Kansas, of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of Eighteen Hundred, Thirty Five and no/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, have Sold, and by these presents do Grant, Bargain, Sell and Mortgage to the said party of the second part, its successors or assigns, forever, all that tract or parcel of land situate in the County of Douglas, and State of Kansas, described as follows, to-wit: The West Half of South East Quarter of Section Eight (8) and North West Quarter of North East Quarter and all that part of South West Quarter of North East Quarter of Section Seventeen (17) All in Township Thirteen (13) Range Nineteen North of Wakarusa River, containing in all 151 acres, more or less, according to the government survey, with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and will warrant and defend the same, and that the same is free and clear of all incumbrances of whatsoever kind except one certain Mortgage for \$4000. made to The Denning Investment Company. This grant is intended as a mortgage to secure the payment of the sum of Eighteen Hundred Thirty Five and no/100 Dollars, payable as follows, to-wit: \$410 due Feby 1st, 1915; \$395.00 due Feby 1st 1916; \$630.00 due Feby 1st, 1917; and \$100 due Feby 1st, 1918; \$100 due Feby 1st, 1919; \$100 due Feby, 1st 1920, & \$100 due Feby 1st, 1921 according to the terms of 7 certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. Now, of payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which cost they agree to pay, but if the said sum of money, or any interest thereon, is not paid when due, or if the taxes or assessments, now or hereafter levied or imposed in said State, against said real estate, or upon this mortgage or the notes secured thereby, or if any installment of principal or interest of any mortgage or lien prior to this, are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured as hereinafter set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee, or assigns, without notice. But the legal holder of this mortgage may, at his option, pay such taxes, assessments or installments of principal or interest, or charges for insurance, so due and payable, as the mortgagors or assigns shall neglect or refuse to pay, and said amounts, together with interest thereon at the rate of 10 per cent per annum, payable semi-annually, shall be an additional lien upon the said mortgaged property, and the same shall be secured by this mortgage; and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived, or nor, at the option of the party of the second part, its successors or assigns, and the said mortgagee, or assigns, shall be entitled to the immediate possession of the premises and the rents, issues and profits thereof, and out of all the moneys arising from such sale to retain the amount then due for 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 parties making such sale, to the said parties of the first part their heirs or assigns.

Said Mortgagor agree to keep the buildings erected or to be erected on said land insured to the amount of Fifteen Hundred Dollars, to the satisfaction, and for the benefit, of the mortgagee or assigns from this time until said debt and all liens by virtue hereof are fully paid.

Recorded Feb. 25 1914
J. B. Hosford
Register of Deeds
Deputy.
This mortgage is acknowledged by F. E. Kimmons and his wife Donna Kimmons and J. Robinson, a widower of the County of Douglas, and State of Kansas, of the first part, and The Denning Investment Company, a corporation under and by virtue of the laws of Kansas, of the second part, before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of Jan'y, A.D. 1914, and they have acknowledged the execution of the same to be their voluntary act and deed.