

to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of such payment, and he may declare, this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and the note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid.

Appraisal waived at option of mortgagee.

Now if said William M. Mertz and Mary Mertz shall pay or cause to be paid to said party of the second part, her heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum or sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises; and have good right to convey the same, that said premises are free and clear of all incumbrances, except a mortgage of \$100.00 due in one year and that they will, and their heirs, executors, and administrators shall, forever warrant and defend the title of the said premises against the lawful claim and demands of all persons whomsoever.

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

William M. Mertz  
Mary Mertz.

State of Kansas, Douglas County, SS.

Be It Remembered, That on this 27<sup>th</sup> day of April A.D. 1914, before me, C. F. Richards a Notary Public in and for said County and State, came William M. Mertz and Mary Mertz his wife to me personally known to be the same person who executed the foregoing instrument of writing, 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.  
my commission expires April 4 1918. (SEAL)

C. F. Richards, Notary Public.

Recorded June 25th, A.D. 1914, at 2:40 o'clock P.M.

Wm. L. Lawrence  
Register of Deeds,  
Geo. C. Nafel Deputy.

This Indenture, Made this 22nd day of June A.D. 1914, between Mrs. Louisa Barnes, a widow of the County of Douglas and State of Kansas party of the first part, and The Farmers Loan & Trust Company, a Corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Twenty-one Hundred and no/100 Dollars in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of Douglas and State of Kansas, to-wit:

Lot Number Twenty (20), Block Number six (6), Lanes First Addition to the City of Lawrence.

To Have And To Hold the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; and the said party of the first part hereby covenants that at the delivery hereof she is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that she will warrant, and defend the same against the lawful claims of all persons whomsoever.

Provided, However, That if the said party of the first part, shall pay or cause to be paid to the said party of the second part, its successors or assigns the principal sum of Twenty-one Hundred and no/100 Dollars on the 22nd day of June A.D. 1919, with interest thereon at the rate of six per cent per annum, payable semi-annually on the 22nd days 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 certain promissory note, and ten coupon interest notes thereto attached bearing even date herewith, executed by said party of the first part and payable to the party of the second part or its order at the office of said company, in Lawrence, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness and an actual loan from the party of the second part to the party of the first part; 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 party of the first part does hereby covenant and agree to pay, or

Recorded June 25th  
G. C. Nafel  
Deputy  
1914 mortgage duly acknowledged and executed by William M. Mertz and Mary Mertz.

(See Book)

See Book

The following is a true and correct copy of the original instrument.