

shall be void; but if any note herein described, whether for principal or interest, or any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay the said second party, interest at the rate of ten per cent. per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

In Witness Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Charley M. Duncan Jr. (SEAL)
Rosa Duncan (SEAL)

State of Kansas, Shawnee County, ss.

Be It Remembered, That on this 17th day of March A.D. 1915, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charley M. Duncan Jr., and Rosa Duncan 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 set my hand and affixed my official seal, the day and year last above written.

Anna Buchanan, Notary Public.

Recorded March 20th. A.D. 1915, at 9:41 o'clock A.M.

Flora L. Lawrence
Register of Deeds,
Geo. B. Magill
Deputy.

This Indenture, Made this 1st day of March in the year of our Lord nineteen hundred and fifteen, by and between Charley M. Duncan, Jr. and Rosa Duncan, Husband and wife, of the County of Douglas and State of Kansas, parties of the first part, and The Merriam Mortgage Company, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty One & 50/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and warrant unto the said party of the second part, its successors and assigns, all of the following described real estate, situate in the County of Douglas and State of Kansas, to-wit:

The Southwest Quarter of the Southeast Quarter of Section Thirty Six (36), Township Eleven (11), Range Seventeen (17), East of the Sixth Principal Meridian.

To have and to hold the same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance except one certain mortgage of even date herewith for \$450.00, maturing March 1, 1922.

Provided, Always, And these presents are upon the express condition, that whereas said parties of the first part have this day executed and delivered their fourteen certain promissory notes in writing to said party of the second part, for the sum of \$2.25 each, due on or before the first days of March and September in each year for seven consecutive years, with interest at ten per cent. per annum after maturity until payment, both principal and interest payable at the office of The Merriam Mortgage Company, Topeka, Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of The Merriam Mortgage Company in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said notes do not represent any portion of the interest on said loan and are to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

Now, If said parties of the first part shall pay or cause to be paid to the said party of the second part, its successors or assigns, said sum of money in the above described notes 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, or interest or principal of any prior mortgage, is not paid, when the same is due, or if the taxes and assessments of every nature which 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, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisalment, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent. per annum from the time of such default in the payment of interest, or any of the conditions of this contract. Said party of the second part may, at its option, make any payments to remove any outstanding title, lien or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent. per annum in any suit for foreclosure.

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

Charley M. Duncan Jr.
Rosa Duncan.

Recorded March 18 - 1915 at 10:16 a.m. in book of records 1915
Flora L. Lawrence
Geo. B. Magill
Anna Buchanan
Notary Public