

of the party of the first part herein contained shall extend to and bind her heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

Seventh. That if such payments be made as are herein specified, this conveyance 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 party agrees to pay to the said second part, 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 party of the first part has hereunto subscribed her name, on the day and year above mentioned.

Jane Fitzpatrick (SEAL)

G. K. Fitzpatrick (SEAL)

Margaret Fitzpatrick (SEAL)

State of Kansas, Douglas County, SS.

Be It Remembered, That on this 3 day of August A.D. 1916, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jane Fitzpatrick, a widow, G. K. Fitzpatrick and Margaret Fitzpatrick, 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.

My Commission Expires Feb'y. 10, 1918. (SEAL) Zella W. Iliff, Notary Public.

Recorded August 4th A.D. 1916 at 3:40 o'clock P.M.

Stacy L. Lawrence
Register of Deeds.

This Indenture, Made this 16th day of June in the year of our Lord nineteen hundred and Sixteen by and between Jane Fitzpatrick, a widow and G. K. Fitzpatrick and Margaret Fitzpatrick, husband and wife, of the County of Douglas and State of Kansas, party of the first part, and The Merriam Mortgage Company, party of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Four Hundred Fifty Five Dollars, to her in hand paid, the receipt whereof is hereby acknowledged, does 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 County of Douglas and State of Kansas, to-wit:

An undivided eleven-fourteenth interest in, The Northwest Quarter of Section Twenty-one (21); the Southwest Quarter of Section Twenty-one (21); the Southeast Quarter of Section Twenty-one (21), except One (1) acre, used for school site; and the Southwest Quarter of Section Twenty-two (22) all in Township Twelve (12), Range Eighteen (18) 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 incumbrances except one certain mortgage of even date herewith for \$6500. maturing July 1, 1923.

Provided, Always, And these presents are upon this express condition, that whereas said party of the first part has this day executed and delivered her fourteen certain promissory notes in writing to said party of the second part, for the sum of \$32.50 each due on or before the first days of January and July 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 Co., 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 party of the first part shall pay or cause to be paid to 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 are of 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 appraisal, 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 in any of the conditions of this contract. Said party of the second part may, at its option, make any payments necessary 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

Recorded

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