

in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect.

FIFTH. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part, therein, and while this Mortgage is held by a non-resident of the State of Kansas upon this Mortgage or the debt secured hereby; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the passage by the State of Kansas of a Law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the parties of the first part as herein provided to pay any taxes or assessments is legally inoperative, then, and in any such event, the debt hereby secured, without deduction, shall, at the option of the party of the second part, become immediately due and collectible, notwithstanding any thing contained in this Mortgage or any law hereafter enacted. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agree to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the proper authority, showing full payment of all such taxes and assessments.

SIXTH. That the parties hereto further agree that all the covenants and agreement of the parties of the first part herein contained shall extend to and bind their 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 parties agree to pay to 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.

D. K. Henry, (Seal)
Delia L. Henry (Seal)

STATE OF KANSAS: SHAWNEE COUNTY: SS:

BE IT REMEMBERED, That on this 24th day of March, A. D. 1917, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came D. K. Henry and Delia L. Henry 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.

Commission expires March 8th, 1920.

W. S. Amos, Notary Public.

Recorded on March 30, A. D. 1917,
at 9:00 o'clock, A. M.

Estelle Northrup
Register of Deeds,
To Gene Walton Deputy.

SECOND MORTGAGE.

THIS INDENTURE, Made this 23rd day of March, in the year of Our Lord nineteen Hundred and seventeen, by and between D. K. Henry and Delia L. Henry, 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 Seven Hundred Thirty Five 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 County of Douglas and State of Kansas, to-wit:

The Northwest Quarter of Section Twenty-four (24); the North Half of the Southeast Quarter of Section Twenty-three (23) and the East Sixty (60) Acres of the Northeast Quarter of Section Twenty-three (23); all in Township Twelve (12), 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 \$7000, maturing May 1, 1924.

Provided, Always, And these presents are upon this 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 \$52.50 each, due on or before the first days of May and November 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

for release see following page.
for Release of same see page 57
for Release of same see page 57
for Release of same see page 57

Recorded April 3 - 1917
Following is endorsed on the original instrument
Lester M. M. 11

Del. 3rd 1917
Lester M. M. 11