

the date of payment, at the rate of ten per cent per annum, shall be collectible, with, as a part of, and in the same manner as the principal sum hereby secured.

And the said parties of the first part do further covenant and agree that in case of default in payment of any installment of interest, or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provided that the whole of said premises be sold together and not in parcels.

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

D. W. Dews,  
Ellen B. Dews,

State of Kansas; County of Douglas:SS:

On this 27th day of Sept. A. D. 1917, before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. W. Dews and Ellen B. Dews husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as a voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, on the day and year last above written.  
My commission expires Moh. 30, 1921. (L.S.) Emma Christensen, Notary Public.

Recorded on Sept. 29, A. D. 1917,  
at 2:10 o'clock, P.M.

*Will Northrup*  
Register of Deeds  
*Edmund Watson*, Deputy.

#### MORTGAGE.

THIS INDENTURE, Made this First day of September, in the year of our Lord, One Thousand Nine Hundred and Seventeen, between John H. Souders, and Mary G. Souders, his Wife, in the County of Douglas and State of Kansas, of the first part, and Perkins & Company, of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Eighty Five (\$85.00) Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and convey to the said party of the second part, its representatives or assigns forever, all the tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The North One Half ( $\frac{1}{2}$ ) of Lot Five (5), and all of the Lot Six (6) in the North East Central Subdivision of that part of the City known as North Lawrence, Douglas County, Kansas.

To Have and To Hold the Same, together with all the hereditaments and appurtenances, and all the estate, title and interest of the said party of the first part therein forever.

This Grant is intended as a Mortgage to secure the payment of the sum of Eighty Five Dollars, according to the terms of ....notes of even date herewith, this day executed and delivered by the said party of the first part to the said party of the second part, payable at the Office of Perkins & Company, at Lawrence Kansas, as follows, to wit:

Twenty One and Twenty Five Cents Dollars on the first day of March, 1918.  
Twenty One and Twenty Five Cents Dollars on the first day on September, 1918.  
Twenty One and Twenty Five Cents Dollars on the first day of March, 1919.  
Twenty One and Twenty Five Cents Dollars on the first day of September, 1919.  
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and.....  
and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or in any part thereof, or any interest thereon or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole sum shall become due and payable at the option of the party of the second part, and the said party of the first part hereby authorize and fully empower the said party of the second part, its representative 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; and out of 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 any moneys advanced for the payment of taxes or other liens, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first parties, heirs or assigns. Said party of the second part may, at its option, make any payments necessary to remove any outstanding title, lien or encumbrance 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.

Recorded

Nov 17, 1920

Will Northrup  
Register of Deeds

*The following is endorsed on the original instrument  
The notes herein described having been paid in full, this mortgage is hereby released and the lien hereby created  
is hereby released  
No other my fault this 17th day of Nov. 22, 1920  
Edmund Watson  
Deputy*