

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 anything contained in this Mortgage or any law enacted. The parties of the first part further agree not to 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 agreements 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 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 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 date of default to the time when said principal and interest shall be fully paid.

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

Thomas W. Cree  
Sadie L. Cree

State of Kansas, Shawnee County, SS.

BE IT REMEMBERED, That on this 31st day of October A. D. 1917, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas W. Cree and Sadie L. Cree, 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.

(Rel)

W. S. Amos  
Notary Public.  
Commission expires March 8th 1919.

Recorded November 10, A. D. 1917  
At 2:15 o'clock P.M.

Estelle Macbeth  
Register of Deeds  
Gene Land  
Deputy.

#### MORTGAGE.

This Indenture, Made this 29th day of October in the year of our Lord, nineteen hundred and seventeen, by and between Thomas W. Cree and Sadie L. Cree 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 NINETY ONE 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 West Half of the Southwest Quarter of Section Eleven (11), Township Twelve (12), Range Seventeen (17), East of the Sixth Principal Meridian, EXCEPT a tract in the Southwest corner of said land described as follows:- Beginning Forty-two (42) Rods East of the Southwest Quarter of said Section Eleven (11), thence West Forty-two (42) Rods, thence North Sixty-six (66) Rods, thence Southeasterly Seventy-eight (78) Rods, to the place of beginning, the tract excepted containing Eight and one-half (8½) Acres, more or less.

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 a mortgage of even date herewith for \$1300, maturing November 1, 1924

Recorded Dec. 11, 1917

Register of Deeds

The following is entered on the official instrument:  
This mortgage has been paid in full and the same is hereby released and annulled this 9th day of December, 1924.  
By T. O. Merriam, President of Merriam Mortgage Company