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and payable, or if default be made in the agreement to keep said property insured, as herein after set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice. But the legal holder of this mortgage may, at his option, pay such taxes, assessments, or installments of principal or interest, or his option, pay such taxes, assessments, or installments or principal or interest, or charges for insurance, so due and payable, as the mortgagors or assigns shall neglect or refuse to pay, and said amounts, together with interest thereon at the rate of ten per cent per annum, payable semi-annually, shall be an additional lier upon the said mortgage property, and the same shall be secured by this mortgage; and it shall be] lawful for said party of the second part, its successors 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 or not, at the option of the second part, its successors or assigns; and the said mortgagee or assigns shall be entitled to the immediate possession of the premises and the rents, issues and profits thereof, and out of all 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 2 the overplus, if any there be, shall by paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns.

Haran Martin Barris of Arising Straining

. . . .

Said mortgagors agree to keep the buildings erected or to be erected on said land insured to the amoun- of One Thousand Eight Hundred and No/100 Dollars to the satisfaction and for the benefit of the mortgagee or assigns, from this time until said date, and liens by virtue thereof are fully pAid. In Witness Whereof, The said parties of the first part have hereunto set

their hands ands and seals the day and year first above written.

Sarah C. Terrell, (Seal) (Seal) Clark Terrell.

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Signed, sealed and delivered in the presence of: Harry E. Miller

The State of Kansas,) SS: Douglas County,

I HEREBY CERTIFY: That on this, the 10th day of January, A.D. 1918, before me, the undersigned, a Notary Public in and for said County and State, came Sarah C. Terrell and Clark Terrell, her husband, personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above C. E. Cory, Notary Public.

written.

My Commission expires Dec. 16, 1918.

Recorded February 11, 1918, At 10:40 o'clock A.M.

Estille Morthuge Register of De ds, Firme Flora Deputy.

(L.S.)

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MORTGAGE.

This Indenture, Made this 3d day of January, A.D. 1918, between Sarah C. Terrell and Clark Terrell, her husband, Douglas County, in the State of Kansas, of the first part, and The Thomas Mortgage Company, of Emporia, Lyon County, Kansas, of the second part,

WINESSETH: That the said parties of the first part, in consideration of the sum of One Hundred Fifty and No/100 Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its heirs, assigns or successors, all of the following-described real second part, its heirs, assigns or successors, all of the following described real estate, situated in the County of Dowglas, State of Kansas, to-wit: The Northeast One-quarter (±) of Section Twenty One (21), Township Thirteen (13), Range Twenty One (21), east of the 5th P.M. containing in all 160 acres, more or less. TO Have and to Hold the Same, Together with all and singular the tener

ments, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever; provided always, and these presents are upon this express condition, that, whereas, said first parties have this day executed and delivered certain promissory notes to said party of the second part for the sum of One Hundred Fifty and No/100 c Dollars bearing even date herewith, payable at the office of TheThomas Mortgage Company Emporia, Kansas, in equal installments of Thirty and No/100 Dollars each, the first installment payable on the first day of March 1919, the second installment on the first day of March 1920 and oneinstallment on the first day of March in each year thereafter until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part, or of the legal holder of said notes, and shall draw interest at the rate of ten per cent per annum from the date of said notes until fully paid.