

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 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.

M. E. Basler, (Seal)
Violet Basler, (Seal)

State of Kansas, Shawnee County, ss.

Be it remembered, that on this 13th day of February A.D. 1919, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came M. E. Basler and Violet Basler, 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.

Commission expires June 27, 1920.
Recorded Feb. 20, 1919.
At 11:05 o'clock A.M.

(L.S.)

Anna Buchanan,
Notary Public.

Edith Northrup
Register of Deeds,
James Lord
Deputy.

MORTGAGE.

This indenture, made this 1st day of February in the year of our Lord, nineteen, by and between M. E. Basler and Violet Basler, husband and wife, of the County of Shawnee 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 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:

Beginning at the Northeast corner of Lot Number Two (2) in section thirty Five (35), township Eleven (11), Range Seven teen (17) running thence West along the south line of the Atchison, Topeka & Santa Fe Railroad Right-of-way Ninety-five (95) Rods; thence south thirty-five (35) Rods; to the south line of the northwest quarter of Section Thirty Five (35), Township Eleven (11), Range seventeen (17); thence east Ninety-five (95) Rods; thence North to the place of beginning, 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 a mortgage of even date herewith for \$500. maturing February 1, 1926.

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 14 certain promissory notes in writing to said party of the second part, for the sum of \$2.50 each, due on or before the first days of February and August 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 parties 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 or 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

Recorded

Michael J. Sullivan
Register of Deeds

The following is endorsed on the original instrument:
This mortgage has been paid in full, and the same is hereby released and canceled this 29 day of March 1926.
By J. D. Morrison, Secy.
The Merriam Mortgage Co.