

Seventh, and it is further agreed and declared that this mortgage, and the bond or note and coupons secured hereby, are made under, and are to be construed by the laws of the State of Kansas.

The foregoing conditions being fully performed; this conveyance shall be void, otherwise to be and remain in full force and effect.

In witness whereof, we have hereunto set our hands.

*Signed in the presence of...*

Ray E. Price,  
Claudie V. Price,

State of Kansas, )  
County of Douglas, ) ss.

On this 9th day of February 1920 before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Ray E. Price and Claudie V. Price, his wife, to me personally known to be the identical persons described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be their voluntary act and deed.

Witness my hand and Notarial seal, the day and year last above written.

My commission expires March 28, 1921.

(L.S.)

J. B. Ross,  
Notary Public.

Recorded Feb. 10, 1920.

At 2:30 o'clock P.M.

*Estelle Neschub,*  
Register of Deeds,  
*Ferne H. Hase,*  
Deputy.

#### MORTGAGE.

This indenture, Made this 26th day of December in the year of our Lord nineteen hundred and nineteen by and between Fred Bahnmaier and Anna Bahnmaier, 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 Two Thousand Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following described real estate situated in the County of Douglas and State of Kansas, to wit:

The South One Half of the Southeast Quarter of Section Thirty (30) and all of Lots Numbered One (1) and Two (2) in Section Thirty (30); all in Township Eleven (11), Range Eighteen (18), East of the Sixth Principal Meridian, Except a tract of Thirty (30) Acres off the West side of both the said Quarter Section and Lots enclosed by the West Line thereof and a Line parallel to and East of the said West line thereof.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, always, and these presents are upon the following agreements, covenants and conditions, to wit:

First. That the parties of the first part are justly indebted to the party of the second part in the sum of Two Thousand Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part in consideration of the actual loan of the said sum and payable on the first day of January 1925, to the order of the said party of the second part with interest thereon at the rate of 5 1/2 per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at National Bank of Commerce, New York, N.Y. or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent. interest after maturity.

Second. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind;

Third. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure and any sums so paid shall become a lien upon the above described real estate, and be secured by this mortgage, and may be recovered, with interest at ten per cent., in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not 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.

*For Release See Book 79 Page 120*

Recorded *March 10, 1920*

*Joseph E. McLean*

Register of Deeds

*This mortgage is subject to the provisions of the Merriam Mortgage Company of Merriam, Kansas.*

*Known all by these presents, that the mortgagee herein named do hereby agree to pay to the mortgagee herein named the sum of Two Thousand Dollars, to be paid in full on the first day of January 1925, to the order of the mortgagee herein named.*

*(Camp Place)*