

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 \$50.00 each, due on or before the first days of March and September 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 payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisalment, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract, said party of the second part may, at its option, make any payments necessary to remove any outstanding title, lien or incumbrance 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.

In witness whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

State of Kansas, Douglas County, ss.

Be it remembered, that on this 10th day of February A.D. 1920, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jerry Lyons and Ora Lyons, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

Commission expires May 27th, 1921.

(L.S.)

Ord Clingman,
Notary Public.

Recorded Feb. 14, 1920,
At 3:05 o'clock P.M.

Estelle Nash
Register of Deeds,
Jerry Lyons
Deputy.

ASSIGNMENT.

The following is endorsed on the original instrument Book 45 page 76.

Know all men by these presents, That Kate Henry, administratrix of the Estate of William Henry, deceased, Douglas County, in the state of Kansas, administratrix of the estate of the within named mortgagee in consideration of an order of distribution made in said estate by the probate Judge of Douglas County, Kansas on July 21, 1913, do hereby sell, assign, transfer, set over and convey unto Kate Henry heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

To have and to hold the Same Forever, subject, nevertheless, to the conditions therein named.

In witness whereof, the administratrix of the estate of said mortgagee has hereunto set her hand this 21st day of July 1913.

Executed in presence of

Kate Henry,
Administratrix of the Estate
of Wm. Henry, Dec'd.

State of Kansas,)
Douglas County,) ss.

Be it remembered, that on this 21st day of July A.D. 1913 before me, C. E. Lindley, Probate Judge in and for said County and State, came Kate Henry, administratrix of the estate of Wm. Henry, Dec'd, to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires....19..

(L.S.)

C. E. Lindley,
Probate Judge.

Recorded Feb. 16, 1920,
At 8:30 o'clock A.M.

Estelle Nash
Register of Deeds,
Jerry Lyons
Deputy.

Recorded Feb 12 - 1927

Ora Lyons

Register of Deeds

This mortgage is endorsed on the original instrument.

The mortgage has been paid in full, and this certificate is hereby returned and cancelled this 3d day of March A.D. 1927.

The Merriam Mortgage Company