immediately due and payable, at the option of the party of the second part, or of the legal holder of said note, and shall draw interest at the rate of ten per cent per annum from the date of said note until fully paid.

And the said parties of the first part further agree that in case they pay the first mortgage upon the above-described land, (for the negotiation or extension of which this mortgage and the note hereby secured is given as a commission) before the last date such mortgage by its terms is due and payable, such payment shall in no wise effect this mortgage or the note thereby secured, but that they will pay the sums

hereby secured in full, as though no such payment of the first mortgage was made. Now, if said first parties shall pay or cuase to be paid to said party of the second part, its heirs, assigns or successors, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, otherwise to remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, are not paid when the same are due, or if the first mortgage or any part thereof, or any interest thereon is not paid when the same is due, or if the tarks introduced or if the taxes or assessments of every nature which are or may be assessed and levied against such 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 any interest thereon shall, and these presents do, become due and payable, and the said party of the second part shall be entitled to the possession of the premises. All appraisement, exemption and stay laws are hereby expressly waived.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, its heirs, assigns or successors that they are lawfully seized in fee of said premises, and have good right to sell and convey the same; that said premises are free and clear of all encumbrances except Twelve Thousand Dollars, and that they will, and their heirs, executors and administ-rators shall forever warrant and defend the title to said premises against the lawful claims' and demands of all persons whatsoever.

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

Attest:

466

C. W. McKeen, Lawrence. Kansas.

State of Kansas, Douglas County, ss.

Be it remembered, that on this, the 29 day of March A.D. 1930, before me, the undersigned, a Notary Public in and for said County and State, came Georgs E. Smith and May C. Smith his wife who are 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 written.

My commission expires Dec, 17, 1922.

(L.S.)

C. W. McKeen, Notary Public.

ster of Deeds.

ilord.

Deputy.

May C. Smith.

25

hickin record

morly

Autil. aje, as

this

10.th Leve

red

author

panne

2

Tarrend finil com

4

13 9.0 the

9

unerm, 3

acknow

monthy Kenelug

The delet

3

33

ction .

Patro

valu

dell day

Value

Recorded March 29, 1920, . At 10:35 o'clock A.M.

ASST GUNENT.

The following is endorsed on the original in book 58 page 311. Know all men by thes me presents, that Jacob I. Robinson Greene County in the state of Missouri, the within-named mortgagee in consideration of Four Thousand & no/100 Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto I. J. Leade, 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 said mortgagee has hereunto set his hand this 5th day of March 1920. Jacob I. Robinson.

Executed in presence of

State of Missouri, Greene County,) \$8.

E it remembered, that on this 5th day of March A.D. 1920, before me, W. W. Hamlin, a Notary Public in and for said County and State, came Jacob I. Robinson, 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires July 29th, 1923. Recorded March 30, 1920, At 9:15 Of clock A.M.

(L.S.)

W. W. Hamlin, Notary Public. telle Northruk, ister of Deeds,

Fine Flora. Deputy.