

option of the legal holder hereof, and shall after such default bear ten per cent interest per annum. Appraisement waived.

Dated at Lawrence, Kansas, the 22nd day of April, 1921.

E. T. Arnold,
Maud M. Arnold,

Now, if the said E. T. Arnold and Maud M. Arnold, his wife, their heirs assigns, executors, or administrators, shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fines on said stock, to the said The Aetna Building and Loan Association, or its successors, and keep said premises insured against fire and Tornado, and pay all taxes, rates, liens, charges and assessments upon or against said property, and keep the same in good repair, as herein provided, then this mortgage shall be void; otherwise to remain in full force and virtue in law. It is further agreed, that if default shall be made in the payment of said sums of money, or any part thereof, as hereinbefore specified, or if the taxes, rates, insurance, liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the space of six months after the same are due and payable, then the whole indebtedness, including the amount of all assessments, due and fines on said stock, shall become due, and the said grantee or its successors may proceed by foreclosure, or any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said premises and of said property. But the Board of Directors of said Association may, at their option, pay or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments so due and payable, and charge them against said grantor or assigns, and the amount so paid shall be a lien on said mortgaged premises until the same be paid, and may be included in any judgment rendered in any proceeding to foreclose this Mortgage; but whether they elect to pay such taxes, insurance, charges, rates, liens and assessments, or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisement waived.

Witness our hands this 22nd day of April 1921.

T. E. Arnold,
Maud M. Arnold,

State of Kansas, Douglas County, ss.

Be it remembered, that on this 23 day of April A.D. 1921 personally appeared before the undersigned, a Notary Public in and for said County, E. T. Arnold and Maud M. Arnold who are personally known to me to be the identical persons whose names are subscribed to the foregoing deed as grantor and acknowledged the same to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned.

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

My commission expires June 24, 1922.

(L.S.)

C. B. Hosford,
Notary Public.

Recorded April 23, 1921,
At 4:30 o'clock P.M.

Edith Northcutt
Register of Deeds,
Gene L. Lora
Deputy.

MORTGAGE.

This indenture, Made this 4th day of April in the year of our Lord, one thousand nine hundred and twenty one between Fred Pooch, a single man of Eudora in the County of Douglas and State of Kansas of the first part, and Dave Cramer party of the second part;

Witnesseth, that the said party of the first part, in consideration of the sum of \$700.00 Seven Hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second party heirs and assigns, forever, all that tract of parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

East one-half ($\frac{1}{2}$) of the Northeast quarter of Northeast Quarter of Section Twenty-Nine (29), in Township Fourteen (14), South of Range Twenty One (21) East of the Sixth Principal Meridian, Kansas.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances whatsoever. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$... each and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This grant is intended as a mortgage to secure the payment of the sum of \$700.00 Seven Hundred Dollars, according to the terms of a certain mortgage note or bond this day executed by the said party of the first part, and payable on the 4th day of April 1924, to the order of said second part his heirs or assigns interest payable annually at 5%. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall

The following is endorsed on the original instrument.

Recorded April 2, 1922. The within Mortgage, having been paid in full, it is hereby released on the following instrument this 1st day of April, 1925. Dave Cramer
Edith Northcutt
Register of Deeds