

And this conveyance shall be void if such payment be made as herein specified. Put 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 immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their successors and assigns.

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

Signed, sealed and delivered in presence of
John L. Dyer, (Seal)
Nettie M. Dyer, (Seal)
State of Kansas,)
Franklin County,) ss.

Be it remembered, that on this 11th day of October A.D. 1921, before me, a Notary Public in and for said County and State, came John L. Dyer and Nettie M. Dyer husband and 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 subscribed my name and affixed my official seal on the day and year last above written.

Fred F. Fockele,
Notary Public.

Commission expires on the 16th day of July 1922. (L.S.)

Recorded Oct. 12, 1921,
At 11:00 o'clock A.M.

Estelle Dierckx
Register of Deeds,
Ernest H. Hara
Deputy.

MORTGAGE.

THIS INDENTURE, Made this 4 day of October A.D. 1921 between John L. Osborn and Sylvia A. Osborn, his wife of Shawnee County, in the state of Kansas, of the first part, and THE CAPITOL BUILDING AND LOAN ASSOCIATION, OF TOPEKA, KANSAS, of the second part.

WITNESSETH: That the said parties of the first part, in consideration of the sum of Thirty-One hundred Dollars, the receipt of which is hereby acknowledged, do. by these presents grant, bargain, sell and convey, unto 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:

Lot No 18 in Block No 2 in Haskell Place
in the City of Lawrence.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Thirty-One hundred Dollars, with interest thereon, and such charges as may become due to said party of the second part under the terms and conditions of the contract note secured hereby, advanced by the said THE CAPITOL BUILDING AND LOAN ASSOCIATION to the parties of the first part upon 31 shares of Class G of the capital stock of said Association, evidenced by Certificate No. 9030, which said shares have been assigned to said Association with all future payments, earnings and dividends thereon, which said interest and dues on said shares, the first parties agree to pay in monthly installments, making a total monthly payment of \$ 35.03, payable as follows: Thirty-five and 03/100 Dollars on or before the 4 day of November, 1921, and a like sum on or before the 4 day of each and every month thereafter to and including the month of October 1923.

Now, if said parties of the first part shall cause to be paid to the party of the second part the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said contract note provided.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

John L. Osborn
Sylvia A. Osborn

State of Kansas } ss.
County of Douglas }

Be it remembered, that on this 10th day of October, A.D. 1921, before me, the undersigned, a NOTARY PUBLIC in and for the County and State aforesaid, came John L. Osborn who are personally known to me to be the same person who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

*the following is entered on the original instrument
which shall be returned to this mortgagee has been
filed in full, and the Register of Deeds is authorized
to return it of record. All copies of Building Loan Association
By J. L. Dyer, Secretary
Spokane, Kansas Nov 8, 1922
(Comptroller)
Ernest H. Hara
Deputy*

*Recorded Oct. 21st 1922
Estelle Dierckx
Register of Deeds*