

said premises and secured hereby.

Fifth, it is further agreed that if default be made in the payment of any interest note, or any portion thereof for the space of ten days after the same becomes due, or in the payment of taxes or special assessments levied or assessed under the laws of the state of Kansas against said real estate or against said bond or notes hereby secured or the mortgage securing the same before delinquency, or in case the parties of the first part fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained, time being of the essence of this contract, then this mortgage, and all sums of money secured hereby, less the interest for the unexpired time, shall, at the option of the second party, its successors or assigns, become at once due and payable, without further notice, and this mortgage may then be foreclosed and the mortgaged premises sold in one body. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgagee exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

Sixth, and it is further agreed that if an action is commenced to foreclose this mortgage, the said second party, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receiver's costs and expenses, and may discharge all duties of a receiver.

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, other to be and remain in full force and effect.

In witness whereof, we have hereunto set our hands.

Flora M. Combs,
R. D. Combs,

Signed in the presence of
State of Kansas,)
County of Cowley,)ss.

On this 13th day of February, 1922 before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Flora M. Combs, contracting in her own right, and Rollie D. Combs, her husband to me personally known to be the identical persons described 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.

H. A. McGregor,
Notary Public.

My commission expires Nov. 29, 1922.

(L.S.)

Recorded Feb. 28, 1922,
At 3:00 o'clock P.M.

Estad Northrup
Register of Deeds,
Jane Buckner
Deputy.

MORTGAGE.

Know all men by these presents, that Flora M. Combs, contracting in her own right, and Rollie D. Combs, her husband of the County of Cowley and State of Kansas in consideration of the sum of Nine Hundred (\$900.00) Dollars, in hand paid, do hereby sell and convey unto E. E. McCorkle, of the County of Jackson and State of Missouri, the following described premises, situated in the County of Douglas State of Kansas, to wit:

The west fractional part of the southwest quarter of Section Two (2) lying west of the West boundary line of the Shawnee Indian Reservation, and, the southeast quarter of Section Three (3), except right of way of the Kansas City, Topeka and Western Railroad, all in township thirteen (13) South Range Twenty (20) East of the Sixth Principal Meridian.

The intention being to convey hereby an absolute title in fee simple, including all marital and homestead rights, and all other contingent interest in and to the above described premises, to have and to hold the premises above described, with all the appurtenances thereunto belonging, unto the said E. E. McCorkle, and to his heirs and assigns forever.

Provided Always, and these presents are upon the express condition that if the said Flora M. Combs, contracting in her own right, and Rollie D. Combs, her husband shall pay or cause to be paid to the said E. E. McCorkle, his heirs, executors, administrators or assigns, the sum of Nine Hundred (\$900.00) Dollars, payable as follows, to wit:

Forty five Dollars, on the 1st day of September 1922
Forty five dollars, on the 1st day of March 1923
Forty five Dollars, on the 1st day of September 1923,
Forty five Dollars, on the 1st day of March 1924,
Forty five Dollars, on the 1st day of September 1924,
Forty five Dollars, on the 1st day of March 1925,
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Forty five Dollars, on the 1st day of March 1929,
Forty five Dollars, on the 1st day of September 1929,
Forty five Dollars, on the 1st day of September 1929,

The following is extracted from the original instrument:
 The County of Cowley, State of Kansas, ss.
 I, H. A. McGregor, Notary Public, do hereby certify that
 the foregoing is a true and correct copy of the original instrument
 as the same appears from the records of said County and State.
 Witness my hand and notarial seal, the day and year last above written.
 H. A. McGregor
 Notary Public
 My commission expires Nov. 29, 1922.
 Recorded Sept. 18, 1925
 J. B. Wellman
 Register of Deeds