

condition, that whereas said Fred A. Mc Clanahan and Sophia M. Mc Clanahan have this day executed and delivered 30 certain promissory notes to said party of the second part, for the sum of FOUR HUNDRED and FIFTY DOLLARS, bearing even date herewith, payable at Baldwin State Bank, Baldwin Kansas, in equal installments of Fifteen Dollars each, the first installment payable on the 23rd day of March 1923, the second installment on the 23rd day of April 1923 and one installment on the 23rd days of each month and thereafter in each year thereafter, until the entire sum is fully paid. And if default be made in the payment of any of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the part of the second part or the legal holder of said note and shall draw interest at the rate of 10 per cent. per annum from date of said note until fully paid. Appraisal waived at option of mortgagor.

Now if said Fred A. Mc Clanahan and Sophia M. Mc Clanahan 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 note mentioned, together with 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, is not paid when the same is due; and if the taxes and assessments of every nature which 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, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part of the second part shall be entitled to the possession of said premises.

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 successors or assigns, 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 incumbrances, and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

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

Attest:

Fred A. Mc Clanahan

Sophia M. Mc Clanahan.

State of Kansas)

Douglas County) SS.

Be It Remembered, That on this 24 day of Febry A. D. 1923, before me W. M. Clark a Notary Public in and for said County and State, came Fred A. Mc Clanahan and Sophia M. Mc Clanahan, his wife, to me personally known to be the same persons 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 May 15, 1923. (L. S.)

W. M. Clark, Notary Public.

Recorded April 12th, 1923

At 1:45 o'clock, P. M.

W. E. McManis

Register of Deeds.