

gether with the 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 affect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage is not paid, when the same is due, or if the taxes and assessments of every nature which are or 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, then the whole of said sum or sums, any interest thereon, shall, by these presents become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may, at its option, make any payments necessary to remove any outstanding title, lien, or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors, and assigns, and words used in the singular number shall include the plural and words in the plural include the singular.

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

Clementine V. R. Hopper

STATE OF KANSAS, Douglas County, SS.

Be It Remembered, That on this 18th day of October A.D. 1923 before me, the undersigned a Notary Public in and for the County and State aforesaid, came Clementine V.R. Hopper a widow who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

A. F. Flinn
Notary Public

Commission expires April 10 1927.
L.S.

RECORDED OCT. 19, 1923
AT 5:10 P.M.

Ira E. Williams
Register of Deeds.
Joe Williams
Deputy.

REAL ESTATE MORTGAGE.

This Indenture, Made this 19th day of October in the year of our Lord one thousand nine hundred Twenty-three between J.H. Bearly and Edith Bearly, his wife, in the County of--Ku--Linn-- and State of Kansas, of the first part, and Thomas Brownrigg, of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of ---Eight Hundred and no/100 Dollars---, to them duly paid, the receipt of which is hereby acknowledged have sold and by these presents does grant, bargain, sell and mortgage to said party of the second part, his heirs and assigns, forever, all that tract or parcel of land situated in the county of Douglas and State of Kansas, described as follows, to-wit: ---38 feet off the south end of Lots (84) eighty-four, eighty six (86) and eighty-eight (88) on Elm Street in the town of Baldwin City, Kansas, with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J.H. Bearly and Edith Bearly his wife, does hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Eighteen Hundred and no/100 Dollars, according to the terms of a certain promissory note this day executed by the said J.H. Bearly and Edith Bearly to the said party of the second part; said note being given for the sum of Eighteen Hundred and no/100 Dollars, dated October 19, 1923, due and payable in Three years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this Conveyance shall be void if such payment be made as in said note, and coupons thereto attached, and as is hereinafter specified. And the said party of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Eighteen Hundred and no/100 Dollars in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, shall from the payment thereof become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or in interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law appraisal hereby waived or not, at the option of the party of the second part, his executors, administrators, or assigns; and out of all the moneys arising from such sale to retain then due or to become due according to the conditions of this instrument, 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 J.H. Bearly and Edith Bearly their heirs or assigns.

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

Signed and delivered in presence of
J.H. Bearly (SEAL)
Edith Bearly (SEAL)

STATE OF KANSAS
LINN COUNTY
SS.

Be It Remembered, That on this 20th day of October A.D. 1923 before me, the undersigned a- G.G. McConnell in and for the County and State aforesaid, came J.H. Bearly & Edith Bearly husband & wife, to me personally known to be the same person who executed the within instrument of writing, and such persons

FRONT

Recorded Jan. 7 1926
Received of J. H. Bearly & Edith Bearly the within mortgage, in full the sum of \$1,800.00 the following incumbrances being thereon: 1923
Witness: *Ira E. Williams*
Register of Deeds.
Subscribed to by the said parties of the first part, Thomas Brownrigg.