

holder or holders hereof become due and payable at once without notice.  
The foregoing conditions being performed this covenant to be void, otherwise of full force and virtue.

Sixth in case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due or in default of performance of any covenant herein contained the said parties agree to pay to the said second party and his assigns interest at the rate of 10 per cent per annum computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed the legal rate of 10 per cent per annum.

In Testimony Whereof the said parties of the first part have hereunto subscribed their name on the day and year above mentioned.  
Executed and delivered in presence of

W D Briscoe (Seal)  
Laura E Briscoe (Seal)

State of Kansas) ss  
Douglas County ) ss

Be it remembered that on this 23rd day of April A D nineteen hundred and twenty four before me the undersigned a Notary Public in and for said county and State case, W D Briscoe and Laura E Briscoe his wife who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(L.S.) My Commission expires September 15th 1926 E J Hilkey  
Notary Public Douglas County Kansas

MORTGAGE.

From Mary E. Davis et al  
To Ottawa Mortgage Co.  
State of Kansas, Douglas County, ss;  
This instrument was filed for record on the 28th day of April, A.D. 1924, at 9:00AM.  
J. E. Wellman  
Register of Deeds.

By J. E. Wellman Deputy.

This Indenture Made this 25th day of April, in the year of our Lord, one Thousand nine Hundred and twenty-four, between Mary E. Davis and W. F. Davis her husband Of Baldwin in the County of Douglas and State of Kansas, parties of the first part, and The Ottawa Mortgage Company a corporation under the laws of Kansas, located at Ottawa, Franklin County, Kansas, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of \$1500. Fifteen Hundred Dollars--- to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant bargain sell and mortgage to the said party of the second part, its successors 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:

The South Half (1/2) of the North Fifteen (15) acres of that part of Baldwin City vacated lying South of Jersey Street and West of Tenth Street, containing seven and one-half acres,

Also, all that part of Baldwin City vacated, lying South of Jersey Street and west of Tenth Street, which lies South of the South line of the above described land and North of a line running East and West across said vacated land from a point 1004.25 feet North of the Southwest corner of the Southeast Quarter (1/4) of Section Four (4) Township Fifteen (15) of Range Twenty (20) containing Seven Acres, more or less, all in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do 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 encumbrances,

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 \$2500.00 Dollars--- 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 first 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, \$1500.00 Fifteen Hundred Dollars,--- according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part, and payable on the 25th day of April, 1925, to the order of said party, with interest thereon according to the tenor thereof, payable, semi-annually, according to the terms of ten interest notes attached and all of said notes bearing ten per cent interest after due--- both principal and interest being payable in lawful money of the United States of America, at the office of The Ottawa Mortgage Company, in Ottawa Kansas.

And this conveyance shall be void if such payment be made as 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 immediately become due and payable at the option of the holder hereof; and it shall be lawful for said party of the second part, its successors 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 heirs and assigns.

In Witness Whereof, The said parties of the first part have hereto set their hand and seal the day and year last above written.

Mary E. Davis (SEAL)  
W. F. Davis (SEAL)

Witnesses: Allene Smith  
Clara Davis.

State of Kansas }  
Douglas County } ss.

Be It Remembered That on this 26th day of April, A.D. 1924, before me, a Notary

Recorded Aug. 1-1924  
J. E. Wellman  
Register of Deeds  
The within Mortgage having been paid in full, it is hereby released and the original instrument is returned to the mortgagor.  
J. E. Wellman  
Register of Deeds