

Note No. 2 for

Dollars, due

1885

Note No. 3 for

Dollars, due

1885

all dated March 25th 1881 payable to William Cratt or order at the Merchants Bank Lawrence Kansas with interest payable annually on the Twenty seventh day of April in each year according to coupon attached to said note. The party of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent. And if such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof or any interest thereon or of said taxes or assessments as provided or if default be made in the agreement to insure then this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and payable; and in case of such default of any sum covenanted to be paid for the period of ten days after the same becomes due the said first parties agree to pay to said second party and his assigns interest at the rate of 12 per cent per annum computed annually on said principal note from the date thereof to the time when the money shall be actually paid and 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 12 per cent; but the party of the second part may pay any unpaid taxes charged against said property or insure said property if default be made in keeping up insurance and may recover for all such payments with interest at twelve per cent in any suit for foreclosure of this mortgage and it shall be lawful for the party of the second part his executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law Appraisement waived or not at the option of the party of the second part and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument and interest at twelve per cent per annum from the time of said default until paid together with the costs and charges of making such sale and a reasonable attorneys fee for the foreclosure of this mortgage to be taxed as other costs in the suit.

Um Wilkes Whose of the said party of the first part have hereunto set their hands and seals the day and year first above written.

Matilda Spencer

Selden P. Spencer

State of Kansas }
County of Douglas }

Be it remembered that on this twenty fifth day of March A.D. 1881 before me as Notary Public at Lawrence in and for