

contains this day executed by the said parties of the first part to Griffith & Russell to wit:

Note No. 1. for three hundred Dollars due October 1st 1886

Note No. 2 for three hundred Dollars due October 1st 1886.

all dated October 1st 1885 payable to Griffith and Russell or order at the Banking House of Exchange Bank New York City with interest payable semi-annually on the first days of April and Oct. in each year

according to coupons attached to said note. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent.

Now if such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the party 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 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 contracted to be paid for the period of ten days after the same becomes due the said first parties agree to pay to said second part 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 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 executor administrator and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law Appraisement-Private 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 with charges of making such sale and a reasonable attorney fee for the foreclosure of this mortgage to be taxed as other costs in the suit.

Our Witnesses Others of the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Jane C. Griffin 
Daniel Griffin 

State of Kansas } ss.
County of Douglas }

Be it remembered that on this 10th day of October