

of Three hundred (\$300<sup>00</sup>) Dollars lawful money of the United States of America being for a loan thereof on the day and date hereof made by the said Marshall W. H. to the said Alexander McBride and Margaret McBride his wife <sup>and secured</sup> to be paid by a certain promissory note of the said Alexander McBride and Margaret McBride his wife bearing even date herewith payable to the order of the said Marshall W. H. their five years from the date thereof at the office of A. H. Foote in the City of Lawrence and State of Kansas, with interest at the rate of eight per cent per annum from date until said principal sum is fully paid said interest to be paid annually on the twelfth day of May in each and every year said several installments of interest being further specified by five interest notes or coupons of even date herewith attached to said note and payable at said office of A. H. Foote in the City of Lawrence, Kansas.

And in and by said promissory note it is agreed that if default be made in the payment of any one of the installments of interest aforesaid at the time and place aforesaid then that the election of the legal holder of said note the said principal sum of Three hundred Dollars with all the interest thereon shall at once become due and payable anything hereinbefore contained to the contrary notwithstanding such election to be made at any time after the expiration of three days without notice.

Now if the said parties of the first part shall willfully fail to pay or cause to be paid the said sums of money in said notes mentioned with the interest thereon according to the tenor and effect of said notes then these presents shall be null and void. But if any one of said sums of money or any interest thereon is not paid when the same is due and payable or if any taxes or assessments levied against said property are not paid when the same are payable then, in either of these cases the whole of said sums mentioned in said notes together with the interest thereon shall and by this indenture <sup>immediately</sup> become due and payable at the option of the party of the second part or his assigns to be at any time thereafter exercised without notice to the parties of the first part but the legal holder of this mortgage may at his option pay or cause to be paid the said taxes and assessments so due and payable <sup>and</sup> charge them against said parties of the first party.