

of said installments when due or any part thereof then all unpaid installments shall become immediately due and payable at the option of the party second part or the legal holder of said note and shall draw interest at the rate of 12 per cent. per annum from the date of said note until fully paid. All appraisement and stay laws waived.

And if said Mary J. McCallough and Gerard P. McCallough shall pay or cause to be paid to said party of the second part his heirs and assigns said sum of money in the above described note mentioned together 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 effect. But if said sum or sums of money or any part thereof or any interest thereon is not paid when the same is due and 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 and sums and interest thereon shall and by these presents do become due and payable and said party of the second part shall be entitled to the possession of said premises. And said parties of the first part further agree upon the default of the above covenants and condition or any or either of them to pay the sum of One Hundred Dollars to the mortgagee or his assigns as attorney fees for the foreclosure of this Mortgage which sum shall be lien upon said premises added to the amount of said obligation and secured by these presents and shall be included in and operate as a part of the judgment upon foreclosure of this mortgage. All appraisement and stay laws are hereby expressly waived.

And the said parties of the first part for themselves and their heirs do hereby covenant to and with the said party of the second part his executor administrators or assigns that they are lawfully seized in fee of said premises and have good right to sell and convey the same that said premises are free and clear from all incumbrances and that they will and their heirs executors and administrators shall forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whatsoever.

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

Mary J. McCallough
Gerard P. McCallough

State of Kansas } ss.
Douglas County }

Be it Remembered That on this Twenty sixth day