

measure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of twelve per cent. per annum. But if default be made in such payments or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; 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 hereby waived or not, at the option of the party of the second part his executors, administrators or assigns: 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, together with the costs and charges of making such sale and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said John Yahn and Barbara Yahn their heirs and assigns.

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

John Yahn
Anna Yahn

(Seal)
(Seal)

State of Kansas, Douglas County,

Se it Remembered, That on this 15th day of July A.D. 1885 before me Hugh G. McElvany a Notary Public in and for said County and State, came John Yahn and Barbara Yahn his