

executed by the said Parties of the first part to wit:

Note No. 1, for Fifty Dollars, due October 16th, 1886

Note No. 2, for One Hundred Dollars, due October 16th, 1887.

all dated April 16, 1887, payable to J. J. Sayward or order, at the Merchants Bank of Lawrence Kansas with N.Y. Exch., with interest, payable semi-annually, on the 16 day of April and Oct. in each year. 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, and they will keep the buildings on said property insured in some approved Insurance Company, payable in case of loss, to the mortgagee or assigns, and deliver the policy, ^{to the mortgagee} as collateral security hereto.

Now, 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, or if default be made in any provisions or contracts of the first mortgage, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part; 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