

America, being for a loan thereof, made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered 206, executed and delivered by the said Joshua Lewis and Mary ^{W.} Lewis bearing date October 15th 1886 and payable to the order of the said Adolph Brier three years after date, at the Douglas County Bank, Lawrence with interest thereon from date until maturity, at the rate of eight per cent. per annum, payable semi-annually, on the 15th days of April and October in each year, and 12 per cent. per annum after maturity, the installments of interest being further evidenced by six coupons attached to said principal note, and of even date therewith, and payable to the order of said Adolph Brier at the Douglas County Bank, Lawrence.

Second: Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance herein after specified; and if not so paid, the said party of the second part, or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums; and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 12 per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums, or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third: Said parties of the first part hereby agree to keep all building, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth: Said parties of the first part hereby agree that if the makers of said note shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

And the said parties of the first part, for said consideration, do hereby