

accruing penalties, interest and costs, at the expense of the party of the first part, and the expense of such taxes and accruing penalties, interest and costs 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, then this conveyance shall become absolute, and the whole principal of said notes 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Martin S. Flory his heirs and assigns.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year last above written.

Signed, Sealed and Delivered

Martin Lester Flory [seal]

in the Presence of

J. N. Van Bosen

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 25th day of March A.D. 1887 before me a Notary Public