

privileges, tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining forever, upon this express condition, to wit, That Whereas Lyman F. Clements and Elizabeth Clements, have this day executed and delivered their certain promissory note to said party of the second part in words and figures as follows, viz.

#37. ⁴⁵ Kansas City Mo. April 29, 1887.

One year after date we promise to pay to the order of Ida M. Powers thirty seven and ⁴⁵/₁₀₀ dollars at Union National Bank of Kansas City Mo. with interest at eight per cent per annum, from date until paid, payable annually, value received.

Due April 29, 1888. Lyman F. Clements - Elizabeth Clements -

Also one note as follows.

#37. ⁴⁵ Kansas City Missouri April 29, 1887.

Two years after date we promise to pay to Ida M. Powers or order, at the Union National Bank of Kansas City Mo. thirty seven and ⁴⁵/₁₀₀ dollars, for value received with interest from date at the rate of eight per cent per annum.

Due April 29, 1889. Lyman F. Clements,

Elizabeth Clements -

Now, if said parties of the first part their executors Administrators or assigns shall pay or cause to be paid to said party of the second part her executors Administrators or assigns, said sum of money in the above described note mentioned, together with the interest thereon according to the tenor and effect thereof, then these promises 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; or if the taxes and assessments of every nature which are or may be assessed or levied against said premises, or any part thereof are not paid, when the same are by law made due and payable, or if said insurance is not effected and the policy and certificate are not assigned as aforesaid. then and upon failure of the said parties of the first part to perform the foregoing provisions, covenants and agreement, or any or either of them, the whole of said sum, sums and interest thereon, shall at the option of the said party of the second part, become due and payable forthwith, whether due by the terms of said note or not, and said party of the second part shall be entitled to have and maintain his action in any court of competent jurisdiction for the recovery of the whole sum secured by this mortgage, and for all costs and expenses of such suit. Appraisal waived.

In witness whereof the said parties of the first part have