

this conveyance shall be void if such payment be made as in said note and in this instrument specified. And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, in default whereof said parties of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and such taxes, penalties, costs shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of twelve per cent. per annum. But if default be made in the payment of said note, or any part thereof, or any interest thereon, or of the taxes, then this conveyance shall become absolute, and the whole amount specified in said note, and the interest thereon, and all taxes paid by said second parties or their assigns, become and be due and pay able, or not, at the option of said second parties or assigns, said option to be exercised without any notice whatever; and it shall be lawful for the parties of the second part their executors, administrators or 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 parties of the second part, their executors, administrators, or assigns, and out of all the moneys arising from such sale, to retain the amount then due according to the provisions 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 parties making such sale, on demand to the said S. Q. Thacher, his heirs or assigns.

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

S. Q. Thacher [seal]
 Sarah G. Thacher [seal]
 by S. Q. Thacher [seal]
 her atty in fact [seal]

State of Kansas, Douglas County, ss.

Be it Remembered, That on this twenty third day of May A. D. 1887 before me, Solon F. Williams, a Notary Public in and for said county and State, came S. Q. Thacher and Sarah G. Thacher by S. Q. Thacher her attorney