

at 10 per cent. per annum, according to the terms of one certain promissory note this day executed and delivered by said P. K. Cheseldine to the said party of the second part; and this conveyance shall be void if such payment be made as in said note and in this instrument specified.

And the said party of the first part hereby agrees to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and at the expense of said first party, 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, is not kept up thereon, 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 party or his assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever; and it shall be lawful for the party of the second part, his 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 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 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 party making such sale on demand to the said P. K. Cheseldine heirs or assigns.

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

P. K. Cheseldine [seal]

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 16th day of September A. D. 1887 before me Geo. A. Bankes, a Notary Public in and for said County and State, came P. K. Cheseldine who declares himself an unmarried man to me personally known to be the same