

of said party of the second part, his heirs and assigns forever, against all persons lawfully claiming the same.

Provided Always, And these presents are upon this express condition, that whereas, the said Joseph Kelso is justly indebted unto the said D. P. Allen in the principal sum of Sixteen Hundred Dollars, lawful money of the United States of America, being for a loan thereon the day and date hereof, made by the said D. P. Allen to the said Joseph Kelso and secured to be paid by one certain promissory note of the said Joseph Kelso bearing even date herewith, payable to the order of the said D. P. Allen, in five years from the date thereof, at the office of A. B. Foote, in the City of Lawrence, and State of Kansas, with interest after maturity, at the rate of twelve per cent. per annum until the said principal sum is fully paid. The interest on said note from date is to be paid semi-annually, on the thirtieth day of June and of December, in each and every year, and is specified by ten interest notes or coupons of even date herewith, attached to the said note and payable at the said office of A. B. Foote, in the City of Lawrence, Kansas, and in and by said promissory note it is agreed that if default be made in the payment of any interest coupon at maturity, then the said principal sum of Sixteen Hundred Dollars with all the interest thereon, shall immediately become due and payable.

Now, if the said party of the first part shall well and truly pay, or cause to be paid the said sums of money in said notes mentioned, with the interest thereon, according to the tenor and effect of said notes, then these presents shall be null and void. But if said sums of money, or any interest thereon, is not paid when the same is due and payable, or if any taxes or assessments levied against said property, are not paid when the same are payable, then, in either of these cases, the whole of said sums mentioned in said notes, together with the interest thereon, shall, and by this indenture does immediately become due and payable at the option of the party of the second part or his assigns, to be at any time thereafter, exercised without notice to the party of the first part; but the legal holder of this mortgage may at his option pay or cause to be paid the said taxes and assessments so due