

of said obligation and secured by these presents, and shall be included in and made a part of any judgment upon foreclosure of this mortgage, then these presents 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 certificates 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 one 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. Appraisement Waived.

In witness whereof the said parties of the first part have hereunto set their hands the day and year first above written.

Julian M. Kelly
Florence L. Kelly

State of Kansas
County of Wyandotte } ss.

Be it Remembered, That on this 23 day of August A.D. 1888 before me, the undersigned, a Justice of the Peace in and for the County and State aforesaid, came Julian M. Kelly & Florence L. Kelly, his wife, who is personally known to me to be the same person who executed the within instrument of writing, and he duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand the day and year last above written.

S. M. Kerr Justice of the
Peace Shawnee Township Wyandotte County

Recorded August 23 1888 at 12 o'clock P. M.

James Brooks
Register of Deeds.