

dent thereto with interest thereon at the rate of twelve per cent per annum from the date of payment thereof by said parties of the second part until repaid by the said parties of the first part, shall be a lien upon said mortgaged premises, added to the amount 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 certificate are not assigned, as aforesaid then, and upon failure of the said parties of the first part to perform the foregoing provisions, covenants & agreement, or any or either of them, the whole of said sum, sums and interest thereon shall at the option of the said parties of the second part, become due and payable forthwith whether due by the terms of said notes or not, and said parties 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

William T. Smith

Mary C. Smith

State of Missouri)

County of Jackson) ss. Be it remembered, That on this 16th day of August A.D. 1890, before me, the undersigned, a Notary Public in and for the County and State of said, came William T. Smith and Mary C. Smith his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and they duly acknowledged the execution of the same. In witness whereof I have hereunto set my hand & affixed my Notarial seal, the day and year last above written. My commission expires August 22nd 1890

W. H. Kennedy

Notary Public

Recorded August 23, 1890 at 5 o'clock P.M.

James B. Smith
Recorder of Deeds