

according to the terms of 3 certain promissory note this day executed and delivered by said E. L. McIlhavy 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 is specified. And the said party 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, and to keep the buildings erected and to be erected on said premises, insured in favor of the party of the second part or assigns, in the sum of Dollars, in an insurance company agreeable to party of second part, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and effect such insurance at the expense of said party of first part, and such taxes, penalties, costs and insurance, 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, or if the insurance 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 and insurance paid by said party of second part or its assignee, become and be due and payable, or not, at the option of said party of second part or assignee, said option to be exercised without any notice whatever; and it shall be lawful for the party of the second part its 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, its executors, administrators, or assigns, and out of all the moneys arising from such sale, to retain the amount then due according to the provision 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, to the said E. L. McIlhavy 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.

E. L. McIlhavy (real)

State of Kansas Douglas County, ss.

Be it Remembered, That on this 16 day of March A.D. 1889 before me James Brooks a Notary Public in and for said County and State came E. L. McIlhavy to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.