

terms of one certain promissory note this day executed and delivered by said party of the first part to 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 such taxes, penalties or 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, 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 shall 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 successors 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 successors or assigns, and out of all the money 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 party of the first part his 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

David C. Mack (seal)

State of Kansas, Douglas County, ss.

Be it Remembered That on this third day of June A.D. 1891 before me Henry E. Benson a Notary Public in and for said County and State, came David C. Mack a widower 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



H. E. Benson

Notary Public

My commission expires Jan'y 20th 1891

Recorded June 3/1891 at 5³⁰ o'clock P.M.

James Brooks
Register of Deeds

The following is endorsed on the original of this instrument:
Received of C. A. Menger the sum of four hundred and 75/100 Dollars
in consideration whereof I hereby acknowledge full satisfaction of the

Recorded July 13 1910
Hoyd R. Lawrence
1891