

interest thereon, or of any monthly payment on said stock for a period of six months after the same shall be due, or any part of either, or in effecting the Insurance, or in paying the taxes at the time or times hereinbefore specified for the payment thereof, or in any condition in this Mortgage contained, then and in either or any such case the whole principal sum or sums secured by this Mortgage and the interest thereon accrued up to the time of such default, shall at the election of said second party, its successors or assigns, of its or their agent, become thereupon due and payable immediately upon said default, and the said parties of the first part do hereby authorize and empower the said party of the second part, its successors or assigns, the owner hereof, its agent and attorney, at its or their election and without notice of such election to foreclose at once this mortgage for such sum or sums said interest and money paid as may be due and payable by the terms of said bond hereby secured; and to sell the said hereby granted premises at public auction, and convey the same to the purchaser in fee simple agreeably to the statutes in such case made and provided, and out of the moneys arising from such sale to retain the principal and interest then accrued on the sum or sums so elected to be foreclosed for, together with any Insurance, Taxes or Assessments, paid as above stipulated and all costs and charges of such foreclosure, including Dollars \$)
Attorney's fees for foreclosing this mortgage, and pay the surplus, if any, to the said part of the first part heirs, executors, administrators and assigns.

This Mortgage is understood to be made with reference to and under the laws of the State of Minnesota

In Testimony Whereof The said parties of the first part hereunto set their hands and seals the day and year first above written.

Signed, sealed & Delivered in presence of

Geo. A. Banks

Alfred Whitman

Charlotte A. Herrington

Freeman Herrington

(Seal)

(Seal)

State of Kansas

County of Douglas ss

On this 23rd day of September A.D. 1889, before me Geo. A. Banks a Notary Public within and for said County, duly commissioned and qualified personally came Charlotte A. Herrington and Freeman Herrington husband and wife to me personally known to be the identical persons described in and whose names are affixed to the above and foregoing instrument as grantors and severally acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein expressed.