that if the note secured hereby is not paid at the same time the indebtedness secured by said prior Mortgage is paid, or if said first party fail to perform any or all of the conditions or agreements in said prior Mortgage or in this Mortgage, then the note secured hereby shall become due and payable at once, without notice, at the option of the holder, with ten per cent interest per annum from the date hereof, and this Mortgage may thereupon be foreclosed.

Upon foreclosure of this Mortgage the first party agrees to pay a reasonable attorneys fee.

Appraisement Waived at the option of the second party or assigns.

Dated this Thirtieth day of August 1889.

George Stuart
Frances E. Stuart

State of Kansas }
Douglass County } ss.

Be it Remembered, that on this 7 day of Sept. 1889, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came George Stuart Husband of Frances E. Stuart who is personally known to me to be the same person who executed the within instrument of writing, and severally acknowledged the execution of the same to be his voluntary act.

Witness my hand and official seal, the day and year last above written.

(L.S.)

H. B. Topping
Notary Public

Commission expires Mch. 12. 1893.

State of Kansas }
Douglass County } ss.

Be it Remembered, that on this Seventh day of Oct. 1889, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Frances E. Stuart Wife of George Stuart who is personally known to me to be the same person who executed the within instrument of writing, and severally acknowledged the execution of the same to be her voluntary act.

Witness my hand and official seal, the day and year last above written.

(L.S.)

H. B. Topping
Notary Public

Commission expires Mch. 12. 1893.

Recorded Oct. 14. 1889 at 10^{55} o'clock A.M.

James Brooks
Register of Deeds.