

in such repair as agreed to be done, or on the failure of the parties of the first part to do any of the things herein stipulated to be done on the part of the parties of the first part at the time and in the manner they are herein agreed to be done, then in either or any such case the whole principal sum or sums secured by this instrument, and the interest and premium accrued on the same up to such default, at the election of said party of the second part, its successors, or assigns, or its or their agent, shall thereupon become at once due and payable, 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, or its or his agent or attorney, at his election and without notice of said election to at once foreclose this mortgage, for the whole of said principal sum or sums, and the accrued interest and premiums, with all moneys paid out by the party of the second part, or the owner of this mortgage, for taxes and assessments, insurance, and the expense of keeping said premises in good repair, together with ten per cent interest per annum on said sums so expended, and to sell the said hereby granted premises at public auction, or otherwise as provided by the laws of the state or territory in which said lands are situated, and convey the same to the purchaser in fee simple agreeably to the statutes in such cases made and provided, and out of the moneys arising from such sale to retain the principal sum secured hereby with said interest and premium, and all moneys paid out for taxes, assessments, insurance and repairs, (which if not paid by the parties of the first part, when properly due and payable, may be paid by the party of the second part, and with the interest thereon may be collected as part of the money secured by this mortgage) together with interest on the same as aforesaid, and all costs and charges of such foreclosure and sale, including Four hundred and Fifty Dollars (\$450.00) attorney's fees for foreclosing this mortgage, and pay the overplus, if any, to the said parties of the first part, their heirs, executors, administrators, successors, or assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals this the First day of January A.D. 1890.

Signed & executed in presence of
J. H. Bonebrake and
J. A. Weller

H. M. Huffman

Pres Board of Trustees L. U.

A. Frankterns

Sec of Board of Trustees

{seal}

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State of Kansas

County of Douglas } ss

On this the eighth day of January A.D. 1890
before me J. H. Bonebrake a Notary Public within and for said County