

party of the first part; and the expense of such taxes and accruing penalties interest and costs shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, shall be due and payable or not, at the option of the party of the second part, and it shall be lawful for the party of the second part, his executors, administrators and 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 executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions 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 Thos. E. Evans heirs and 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.

Signed, sealed & Delivered in presence of

Thomas E. Evans (seal)

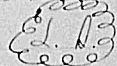
J. N. Van Hoesen

State of Kansas.

County of Douglas^{ss.}

Be it Remembered, That on this 20th day of October A.D. 1890 before me J. N. Van Hoesen a Notary Public in and for said County, and State came Thomas E. Evans 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 set my hand and affixed my official seal on the day and year last above written.



J. N. Van Hoesen

My Commission expires Feb. 17th 1894.

For and in consideration of four hundred Dollars to me in hand paid, the receipt whereof is hereby acknowledged, the mortgagee within named, do hereby assign and transfer to Granville Yager or his assigns, the note by the foregoing mortgage secured, and do hereby assigns and transfer to the said Granville Yager all my right, title and interest to the lands and tenements in said mortgage mentioned and described.

In Witness Whereof, I have hereunto set my hand and seal at Lawrence