

assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the buildings erected and to be erected on said premises insured in favor of the second parties or their assigns in the sum of One Hundred Dollars, in some responsible insurance company authorized to do business in the State of Kansas, in default whereof said parties of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and as will effect such insurance at the expense of said first party, and such taxes, penalties, costs and insurance, 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 ten 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, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount specified in said note and the interest thereon, and all taxes and insurance paid by said second parties or their assigns, become and be due and payable, or not, at the option of said second parties or assigns, said option to be exercised without any notice whatever; and it shall be lawful for the parties of the second part their executors, administrators, 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 parties of the second part, their executors, administrators, or assigns, and out of all the moneys 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 Willis Hackley 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

Signed, sealed and delivered in presence of

Willis^{his} Hackley ^{mark} seals

John W. Swope

Theodore C. Pine

State of Kansas, Douglas County, ss.

Be it remembered, That on this Ninth day of February, A.D. 1891 before me, John W. Swope, a Notary Public in and for said County and State, came Willis Hackley 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



John W. Swope

My commission expires May 7th 1891

Notary Public, Douglas Co.

Recorded Feb 9, 1891 at 2⁴⁵ o'clock P.M.

James Brooks

Register of Deeds