

Eliza Drey and payable according to the tenor and effect of two certain First Mortgage Real Estate Notes, numbered 1 and 2 executed and delivered by the said William Drey and Eliza Drey bearing date June 2nd 1891, and payable to the order of the said B. S. Hendricks and Chas. S. Briggs, One and Two years after date, at 1st Nat Bank of Lawrence Kan. with interest thereon from date until maturity at the rate of 8 per cent. per annum, payable annually, on the 2nd day of June in each year.

Second: Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and if not so paid, the said parties of the second part, or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments, and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 8 per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or not it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises and the rents, issues and profits thereof.

Third: Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fifth: Said parties of the first part hereby agree that if the maker of said note shall fail to pay, or cause to be paid, any part of said money either principal or interest according to the tenor and effect of said note and coupons, when the same becomes due, or to conform or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

And the said parties of the first part for said consideration do hereby expressly waive an appraisement of said real estate, and all benefit of the Homestead Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void otherwise of full force and virtue.

In Testimony Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Witness to Mark

W. D. Welles

William ^{his} Drey
Eliza ^{his} Drey

(Seal)

(Seal)