the mortgagee or assigns, and deliver the policy to the mortgagee, as collateral security hereto.

Now, if such payments be made as herein specified this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part; and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party and his assigns, interest at the rate of 10 per cent. per annum, computed annually on said principal note, from date thereof to the time when the money shall be actually paid, and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed the legal rate of 10 per cent.; but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance, and may recover for all such payments, with interest at ten per cent., in any suit for foreclosure of this mortgage; 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 Waived or not, at the option of the party of the second part, 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, and interest at ten per cent. per annum from the time of said default until paid, together with the costs and charges of making such sale, and a reasonable attorney's fee for the foreclosure of this mortgage, to be taxed as other costs in the suit.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Thomas E. Smith (Seal)
Annie E. Smith (Seal)

State of Kansas
County of Douglas } SS. Be it Remembered, that on this 20 day of March A.D. 1893 before me a Notary Public in and for said County and State, came Thos E. Smith and Annie E. Smith his wife to me personally known to be the same person described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal on the day and year last above written.

(L.S.) Wm Featherstone
Notary Public

My commission expires the 31 day of Jan. A.D. 1897

Recorded March 21 1893 at 2^45 o'clock P.M.

James Brooks
Register of Deeds

The following is indorsed on the original instrument

For Value received I hereby sell and assign this Mortgage and the notes therein described to Emma M Warren As witness my hand at Lawrence Kansas this 11th day of April A.D. 1893.

Wilder S Metcalf

State of Kansas County of Douglas SS. On this 11th day of April 1893 before me, a Notary Public in and for said County and State came Wilder S Metcalf to me personally known to be the same person who executed the foregoing assignment and duly acknowledged the execution thereof. In witness whereof I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(L.S.) C. M. Manter
Notary Public

My commission expires on the 23rd day of January 1896

Recorded April 18th 1893

James Brooks
Register of Deeds