

bargain, sell and convey unto said party of the second part, or his assigns, all the following described real estate, situated in the County of Douglas and State of Kansas to-wit: Twenty (20) acres off the East end of the North half of the Northeast quarter of Section fourteen (14) Township fifteen (15) Range seventeen (17) East of the Sixth Principal Meridian.

To Have and to Hold the same, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in any wise appertaining, forever. Provided, always, and these presents are upon this express condition, that, whereas, said parties of the first part is indebted to said Willard G. Holmes in the sum of twenty Dollars, payable in installments, for which they have this day executed and delivered ten promissory notes to said party of the second part bearing even date herewith, payable semi-annually on the first day of March and the first day of September in each year from September first 1893, to March first 1898, being one note of \$2.00 and nine notes of \$2.00 each, and payable at the office of W. G. Holmes and Company Kansas City, Mo., with exchange on New York and if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable at the option of the party of the second part, or the legal holder of said notes, or any of them, and shall draw interest at the rate of ten per cent per annum from the date of said notes until fully paid. This mortgage is subject, however, to a prior mortgage or deed of trust to secure \$200.00 and interest to Holmes and Gay of even date herewith.

Now if said T. H. Miller and Jennie Miller shall pay or cause to be paid to said party of the second part, or his assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same then these presents shall be wholly discharged and void, to be released at the expense and cost of the mortgagor herein, or assigns: and, otherwise, shall remain in full force and effect. But if said sum or sums of money, or any part thereof here by secured, or any interest, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, and if any part of the principal or interest secured by said other above mentioned mortgage or deed of trust is not paid when due, then the whole of said sum and sums hereby secured, and interest thereon, shall and by these presents do become due and payable, and this mortgage be at once foreclosable, and said party of the second part shall be entitled to the possession of said premises. And the holder of the notes hereby secured, or any of them, may at option pay any such sums due for taxes and assessments, or interest or principal secured by said prior encumbrances, and these presents shall stand as security for all sums so paid, and the same shall be included in any decree of foreclosure rendered herein. Appraisement waived.

And the said parties of the first part, for themselves and their heirs, do hereby covenant and represent to and with the said party of the second part, or his assigns,