

payment, at the rate of ten per cent. per annum, shall be a lien under this mortgage on said premises.

And the said party of the first part do further covenant to keep all buildings, fences and other improvements on 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.

And the said party of the first part do further covenant that if default be made in the payment of any interest coupon hereby secured, or in case of failure to perform any of the covenants herein contained, the whole sum of money hereby secured, including all moneys paid by the said party of the second part, its successors or assigns, by virtue of any provision hereof, shall, at the option of the said party of the second part, its successors or assigns, become at once due and payable, without notice, and suit may be brought for the collection thereof, and for the foreclosure of this mortgage; and the said party of the second part, its successors or assigns, shall thereupon be entitled to the immediate possession of said premises and of the rents issues and profits thereof; and if judgment be rendered for foreclosure, it shall be that the whole of the said premises be sold together and not in parcels.

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

Signed in the presence of
A. H. Sheldon

James M. Counts
Mertie T. Counts

State of Kansas
County of Douglas } ss.

On this fourteenth day of October A.D. 1895, before a Notary Public in and for said County, personally appeared James M. Counts and Mertie T. Counts his wife to me personally known to be the identical persons described in and who executed the foregoing instrument as grantors, and acknowledged that they executed the same as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and official seal, the day and year last above written.
My term of office expires Feb. 15th 1899.

E. S.

A. H. Sheldon

Notary Public

Recorded Oct. 15, 1895 at 9:30 o'clock A.M.

James Brooks
Register of Deeds