

Whereas, the said E. M. Freeman is justly indebted unto the said party of the second part in the principal sum of thirty six thousand and ^{no}/₁₀₀ Dollars lawful money of the United States of America, being for a loan thereof, made by the said party of the second part the said Alliance Trust Company and payable according to the tenor and effect of three certain First Mortgage Real Estate Notes of even date herewith, executed and delivered by the said E. M. Freeman, Minnie M. Freeman his wife and payable to the order of the said Alliance Trust Company, viz:

\$500⁰⁰ on March 1st 1896. \$600⁰⁰ on or before June 1st 1896. \$4500⁰⁰ four years after date at the office of The Concordia Loan and Trust Company, in Kansas City, Mo. with interest thereon from date until maturity at the rate of seven per cent. per annum, payable annually, at maturity on said first two notes and on the 15th day of October in each year, on said third note and ten per cent. per annum, after maturity, the installments of interest being further evidenced by six coupons attached to said principal notes, and of even date therewith, and payable to the order of said Alliance Trust Company, at Kansas City, Mo.

Now, if the said E. M. Freeman shall well and truly pay, or cause to be paid, the sum of money in said notes mentioned, with the interest thereon, according to the tenor and effect of said notes, then these presents shall be null and void. But if said sums of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sums and interest shall, at the option of said party of the second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said notes, and the whole of said sums, shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part its successors and assigns, shall be entitled to a judgment for the sums due upon said notes, and the additional sums paid by virtue of this Mortgage and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said party of the first part his heirs and assigns, and all persons claiming under him, at which sale appraisement of said property is hereby waived by said party of the first part, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said party of the first part. And the said party of the first part shall and will at his own expense from the date of the execution of this Mortgage until said notes and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the buildings erected, and to