

delivered by said Anna Mary Mohler and Franklin Mohler to the said party of the second part; and this conveyance shall be void if such payments be made as in said notes and in this instrument specified. And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the buildings erected and to be erected on said premises insured in favor of the second party or its assigns, in the sum of dollars, in some responsible insurance company authorized to do business in the State of Kansas, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and as will effect such insurance at the expense of said first parties, and such taxes, penalties, costs and insurance, shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in the payment of said notes, or any part thereof, or any interest thereon, or of the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount specified in said notes and the interest thereon, and all taxes and insurance paid by said second party or its assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever; and it shall be lawful for the party of the second part its, or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part its assigns, and out of all moneys arising from such sale, to retain the amount there due according to the provisions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Anna Mary Mohler, heirs or assigns, but testimony whereof the said parties of the first part have herunto set their hands and seals the day and year first above written.

Witness my hand and seal this 3rd day of June A.D. 1899.

Anna Mary Mohler [seal]
Franklin Mohler [seal]

State of Kansas, Douglas County, S.S.
Be it remembered that on this 3rd day of June A.D. 1899, before me Geo. A. Banks, a Notary Public in and for said county and State, came Anna Mary Mohler and Franklin Mohler, husband and wife, to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same, and witness whereof, I have herunto subscribed my hand and affixed my official seal on the day and year last above written.

My commission expires Dec. 1, 1900.
Recorded June 3rd, A.D. 1899 at 11:40 A.M.

Geo. A. Banks, Notary Public.
J. J. Solomon, Notary Public.