

according to the terms of one certain promissory note this day executed and delivered by said Lot Fry and wife to the said party of the second part, and this conveyance shall be void if such payment be made on said note 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 building erected and to be erected on said premises insured in favor of the second party or her 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 percent per annum. But if default be made in the payment of said note, 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 note and the interest thereon, and all taxes and insurance paid by said second party or her 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, his executor, administrator, or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraised or not, at the option of the party of the second part, his executor, administrator, or assigns, and out of all the moneys arising from such sale, to retain the amount then due according to the provisions of this instrument, together with the costs and charges of making such sale, and the overflow if any there be, shall be paid by the party making such sale on demand to the said Lot Fry, his heirs or assigns. In testimony whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Lot Fry (seal)

Ruth Fry (seal)

Acknowledgment.

State of Kansas, Douglas County, S.S.

I do hereby certify that on this 15th day of October A.D. 1897, before me, Geo. W. Banks, a Notary Public in and for said county and State, came Lot Fry and Ruth Fry, his wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same. And I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.



Geo. W. Banks,
Notary Public.

My commission expires Dec. 1, 1901.

Recorded Oct. 16, A.D. 1897, at 9⁰⁰ o'clock, A.M.

H. S. Foxman
Register of Deeds.