

according to the terms of one certain promissory note this day executed and delivered by said parties of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as in 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 buildings erected and to be erected on said premises insured in favor of the second party or his assigns, in the sum of at least Five Thousand 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 well 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 five per cent 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 his 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 executors, administrators, 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, his executors, administrators, 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said Emily S. Simmons, heirs or assigns. In testimony whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Emily S. Simmons, (wif)
Chas. J. Simmons, (hus)

State of Kansas, Douglas County, S. S.

Be it remembered, that on this 11th day of November A. D. 1902 before me, Geo. A. Banks, a Notary Public in and for said county and state, came Emily S. Simmons and C. J. Simmons, husband and wife to me personally