second part his heirs and assigns forever against all persons lawfully claiming the same.

Provided Always, And these Presents are upon this express condition, that whereas the said Eli J Ackuson is justly indebted unto the said Alexander Marks in the principal sum of Five Hundred and fifty Dollars lawful money of the United States of America, being for a loan thereof of part purchase money on the day and date hereof made by the said Alexander Marks to the said Eli J Ackuson and secured to be paid by the certain promissory note of the said Eli J Ackuson bearing even date herewith, payable to the order of the said Alexander Marks on or before five (5) years from the date thereof at the National Bank in the City of Lawrence and State of Kansas with interest at the rate of 10 per cent. per annum from date until said principal sum is fully paid said interest to be paid annually on the 24" days of February in each and every year said several installments of interest being further specified by five interest notes or coupons of even date herewith attached to the said note and payable at said National Bank in the City of Lawrence Kansas and in and by said promissory note it is agreed that if default be made in the payment of any one of the installments of interest aforesaid at the time and place aforesaid then at the election of the legal holder of said note the said principal sum of Five Hundred and Fifty dollars shall at once become due and payable anything thereinbefore contained to the contrary notwithstanding such election to be made at any time after the expiration of three days without notice.

Now if the said parties of the first part shall well and truly pay or cause to be paid the said sum of money in said note mentioned with the interest thereon according to the tenor and effect of said note then these presents shall be null and void. But if said sum of money or any interest thereon, is not paid when the same is due and payable or if any taxes or assessments levied against said property are not paid when the same are payable, then in either of these cases the whole of said sum mentioned in said note, together with the interest thereon, shall and by this indenture does immediately become due and payable at the option of the party of the second part or his assigns to be at any time thereafter exercised without notice to the parties of the first part but the legal holder of this mortgage may at his option pay or cause to be paid the said taxes and assessments so due and payable and charge them against said parties of the first part and the amounts so charged shall