

or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon shall, by these presents become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisement, and with or without appraisement, and with or without receiver, at the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent. per annum from the time of such default in the payments of interest, or in any of the conditions of this contract. Said party of the second part may, at its option, make any payments necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recorded with interest at the rate of ten per cent. per annum in any suit for foreclosure.

In Witness Whereof, The said party of the first part have hereunto, set their hands the day and year first above written.

C. D. Myers.

Ella Myers.

State of Kansas,

Shawnee County }

Do it Remembred, That on this 23^d day of Feb. A. D. 1907 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came C. D. Myers and Ella Myers his wife, who are personally known to me to be the same persons who executed the within instruments of writing