MORTGAGE RECORD-73

23 238

ł

	FROM	State of Kansas, Douglas County, ss.
	.Mary A. Wulfkuhle	This instrument was filed for record on the 9 day of
	то	April , A. D. 19_31, at 10:05; clock A. M.
	C. W. Boursaw	Elie & and ing
		Register of Deeds.
	· · · · · · · · · · · · · · · · · · ·	By, Deputy.
	THIS INDENTURE, Made this 3rd day	of, in the year of our Lord one thousand nine hundred
	thirty-one between Mary A. Wulfkuhle, a single	
	5#X in the C. T. Boursaw	county of Dougles and state of Kansas, of the first part, and
		of the second part,
	Five Thousand Five Hundred	WITNESSETII, That the said part of the first part, in consideration of the sum of DOLLARS,
	to her duly paid, the receipt of which is hereby	wacknowledged has B cold and by these presents is 68 met to it is in
	of Kansas, described as follows, to-wit:	eirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State
Within samed Mortgogore.		
A We within named	with the appurtenances, and all the estate, title and interest of the said part Y of the first part therein, and the said	
	Mary A. mulfkuhle doS2_ hereby covenant and agree that at the delivery hereof Bhe 10 the lawful owner of the premises above granted and seized of a good and indefea-	
	ible estate of inheritance therein, free and clear of all incumbrances, and that sine will warrant and defend the same against all clear on the same	
Che	This grant is intended as a MORTGAGE to scure the payment of the sum of Five Thousand _Five Hundred DOLLARS, according to the terms of One certain promissory note this day executed by said	
Wulffer	Kery A. Wulfkuhleto the said part_Y of the second part. Said note being given for the sam of Five Thourand Five Hundred DOLLARS.	
	datedMerch jrd due and payable in ten year 8 from date thereof with interest the	
	shall be void if such payment be made as in said note. IXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
	agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of	
An.	in some insurance company satisfactory to said mortgagee, in d	default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs,
Time The	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part y_{-} of the first p from the payment thereof be and become an additional lien und	lefault whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, part, and the express of such taxes and accruing penalties, interest and costs, and insurance, shall for this mortgage uson the above/described penalties, and shall be a interest at the tax of the ac-
1 Tine The	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part $\mathbf{y}_{}$ of the first from the payment thereof be and become an additional lieu und cent per annum. But if default be made in such payment, or ar	default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, part, and the express of such taxes and accruing penalties, interest and costs, and insurance, shall ber this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per up part thereof, or interest thereon, or the taxes accrede as visit upwrises, or it the immunes of
the Ale will	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part y of the first p from the payment thereof be and become an additional lien und cent per annum. But if default be mide in such payment, or an not kept up thereon, then this conveyance shall become absolut alties and interest and costs thereon remaining unpaid or which	Effull whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, part, and the express of such taxes and accruing penalties, interest and costs, and insurance, shall for this mortgage upon the above-described permises, and shall bear interest at the rate of 10 per my part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is to, and the whole principal of said note, and interest thereon, and all taxes and accruing per- my have been raid by the rate. A of the second part, and all town parts the same X - of
the sum of 2 satisfaction o	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part y of the first p from the payment thereof be and become an additional lieu und cent per annum. Buil id featule be made in such payment, or an not kept up thereen, then this conveyance shall become absolut alties and interest and costs thereon remaining unpaid or which the recond partis.	default whereof the said mortgagee may pay the taxes and accruing penaltics, interests and costs, part, and the express of such taxes and accruing penaltics, interest and costs, and insurance, shall ber this mortgage upon the above-described premises, and shall ber interest at the rate of 10 per my part thereof, or interest thereon, or the taxes assessed on assid premises, or if the insurance is te, and the whole principal of said note, and interest thereon, and all taxes and accruing pen- may have been paid by the part $\mathbf{y}_{}$ of the second part, and all sums paid by the part $\mathbf{y}_{}$ of at the option of the part $\mathbf{y}_{}$ of the second part; and is shall be lawful for the part $\mathbf{y}_{}$ of the second part, and the start between the premiser between the second part $\mathbf{y}_{}$ of the second part is between the start of the second part is and in the start of the second part $\mathbf{y}_{}$ of the second part is between the start of the second part is between the second to the second part $\mathbf{y}_{}$ of the second part is between the start of the second part is between the second part $\mathbf{y}_{}$ of the second part is between the start of the second part is between the second part is part to the second part $\mathbf{y}_{}$ of the second part is between the start is the start of the second part is part to the second part $\mathbf{y}_{}$ of the second part is between the start of the second part is between the second to the second part $\mathbf{y}_{}$ of the second part is between the second part is between the second to the second part is the second to the second part is between the second to the second part is the second part is the second to the second part is the second part is the second part is the second part is the second to the second to the second to the second part is the second to the seco
	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part y _of the first p from the payment thereof be and become an additional hien und cent per annum. But if defaults be made in such payment, or ar not kept up thereen, then this conveyance shall become absolu- alities and interest and costs thereon remaining unpaid or which the record part for insurance, shall be due and payable or not, second part,h18	default whereof the said montgagee may pay the taxes and accruing penalties, interests and costs, part, and the express of such taxes and accruing penalties, interest and costs, and insurance, shall ber this montgage upon the above-described premises, and shall ber interest at the rate of 10 per my part thereof, or interest thereon, or the taxes areased on asid premises, or if the insurance is to, and the whole primeral of said note, and interest thereon, and all taxes and accruing pen- may have been paid by the part_y of the second part, and all sums paid by the part_y of at the option of the party, of the second part; and it shall be barful for the party. of the gas, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the at the option of the party of the second part, the second part is a sub- at the option of the party
	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part $y_{}$ of the first p from the payment thereof be and become an additional lien und cent per annum. But if default be made in such payment, or an not kept up thereon, then this conveyance shall become absolu- alities and interest and costs thereon remaining unpaid or which the recond part for insurance, shall be due and payable or not, second part,	default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, part, and the exprase of such taxes and accruing penalties, interest and costs, and insurance, shall for this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per my part thereof, or intrect thereon, or the taxes ascessed on said premises, or if the insurance is to, and the whole primeral of said note, and interest thereon, and all taxes and accruing pen- may have been paid by the part. $\mathbf{J}_{}$ of the second part, and all sums paid by the part. $\mathbf{J}_{}$ of the state option of the party, of the second part, and it shall be hered for the part, $\mathbf{J}_{}$ of the at the option of the part $\mathbf{J}_{}$ of the second part, and it shall be haved by the thereof, in the at the option of the part $\mathbf{J}_{}$ of the second part, $\mathbf{h} \cdot \mathbf{h} \cdot \mathbf{s}_{}$ executors, administrators retain the amount then due or to become due according to the conditions of this instrument, so everyths, if any there be, shall be paid by the part
	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part $y_{}$ of the first p from the payment thereof be and become an additional lien und cent per annum. But if default be made in such payment, or an not kept up thereon, then this conveyance shall become absolut alties and interest and costs thereon remaining unpaid or which the recond part, for insurance, shall be due and payable or not, second part, his	default whereof the said mortgagee may pay the taxes and neeruing penalties, interests and costs, part, and the express of such taxes and accruing penalties, interest and costs, and insurance, shall for this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per my part thereof, or interet thereon, or the taxes ascessed on said premises, or if the insurance is to, and the whole principal of said note, and interest thereon, and all taxes and accruing pen- may have been paid by the part of the second part, and all sums paid by the part of a the option of the party of the second part, and it shall be beful for the part of the saw, at any time therafter, to sell the premises hereby granticl, or any part thereof, in the at the option of the part of the second part, and it shall be beful for the part of and the amount then due or to become due according to the conditions of this instrument, to everythis, if any there be, shall be paid by the part making such sale, on demund, to ry A. Fulfkuhle <u>here</u> here and sales.
ich.	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part $\mathbf{y}_{}$ of the first p from the payment thereof be and become an additional lieu und cent per annum. But if defaults be made in such hoyment, or an not kept up thereen, then this conveyance shall become absolut alties and interest and costs thereon remaining unpaid or which the recond part for insurance, shall be due and payable or not, second part. The succession converting the same or not manner prescribed by law, appraisement hereby waived or not, or assigns; and out of all the moneys arising from such sale to a together with the costs and charges of making such sale, and the second part. May appraisement hereby waived or not, or assigns; and out of all the moneys arising from such sale to together with the costs and charges of making such sale, and the said in test of the said part $\mathbf{y}_{}$ of the above written.	default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, part, and the exprase of such taxes and accruing penalties, interest and costs, and insurance, shall ber this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per my part thereof, or interest thereon, or the taxes ascessed on said premiser, or if the insurance is to, and the whole principal of said note, and interest thereon, and all taxes and accruing per- may have been paid by the part_ \mathbf{y} of the second part, and all sums paid by the part_ \mathbf{y} of at the option of the part_ \mathbf{y} of the second part, and all sums paid by the part_ \mathbf{y} of at the option of the part_ \mathbf{y} of the second part, and all sums recently administrators retain the anomut then due or to become due according to the conditions of this instrument, is everyths, if any there be, shall be paid by the part naking such sale, on demand, to
ich.	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part $\underline{y}_{}$ of the first p from the payment thereof be and become an additional lieu und cent per annum. But if defaults be made in such payment, or an not kept up thereen, then this conveyance shall become absolu- alities and interest and costs thereon remaining unpaid or which the recond part, his	default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall be tribs mortgage upon the above-described permises, and shall bear interest at the rate of 10 per my part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is to, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties, be and the whole principal of said note, and interest thereon, and all taxes and accruing penalty may have been paid by the part. \mathbf{y}_{-} of the the option of the part. \mathbf{y}_{-} of the second part, and all the bayful for the part. \mathbf{y}_{-} of the site option of the part. \mathbf{y}_{-} of the second part, and it shall be lawful for the part. \mathbf{y}_{-} of the the option of the part. \mathbf{y}_{-} of the second part, and it is hall be lawful for the part. \mathbf{y}_{-} of the the option of the part. \mathbf{y}_{-} of the second part, the part. \mathbf{y}_{-} of the intermetion the amount then due or to become due according to the couldions of the instrument, to everylux, if any there be, shall be paid by the part raking such sale, on demand, to the x . hitpart has heremuto set here hand and seal, the day and year last
ich.	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part $\mathbf{y}_{}$ of the first p from the payment thereof be and become an additional lieu und cent per annum. But if defaults be made in such hoyment, or an not kept up thereen, then this conveyance shall become absolut alties and interest and costs thereon remaining unpaid or which the recond part for insurance, shall be due and payable or not, second part. The succession converting the same or not manner prescribed by law, appraisement hereby waived or not, or assigns; and out of all the moneys arising from such sale to a together with the costs and charges of making such sale, and the second part. May appraisement hereby waived or not, or assigns; and out of all the moneys arising from such sale to together with the costs and charges of making such sale, and the said in test of the said part $\mathbf{y}_{}$ of the above written.	default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, parl, and the express of such taxes and accruing penalties, interest and costs, and insurance, shall for this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per my part thereof, or intere: thereon, or the taxes ascessed on said premises, or if the insurance is to, and the whole principal of said note, and interest thereon, and all taxes and accruing pen- may have been paid by the part_ \mathbf{y} of the second part, and all sums paid by the part_ \mathbf{y} of the stude of the part \mathbf{y} of the second part, and it shall be lawful for the part_ \mathbf{y} . of the saw, at any time therefacer, to call the premises hereby granted, or any part thereof, in the at the option of the part_ \mathbf{y} of the second part, and it shall be lawful for the part_ \mathbf{y} . of the stude option of the part_ \mathbf{y} of the second part, and it shall be lawful for the part_ \mathbf{y} . of the saw, at any time therefacer, to call the premises hereby granted, or any part thereof, in the at the option of the part_ \mathbf{y} of the second part, the conditions of this instrument, see overplus, if any there be, shall be paid by the part making such sale, on demand, to ray farthered
ich.	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part $\mathbf{y}_{}$ of the first p from the payment thereof be and become an additional lieu und cent per annum. But if defaults be made in such hoyment, or an not kept up thereen, then this conveyance shall become absolut alties and interest and costs thereon remaining unpaid or which the recond part for insurance, shall be due and payable or not, second part. The succession converting the same or not manner prescribed by law, appraisement hereby waived or not, or assigns; and out of all the moneys arising from such sale to a together with the costs and charges of making such sale, and the second part. May appraisement hereby waived or not, or assigns; and out of all the moneys arising from such sale to together with the costs and charges of making such sale, and the said in test of the said part $\mathbf{y}_{}$ of the above written.	default whereof the said mortgagee may pay the taxes and accruing penaltics, interests and costs, part, and the exprase of such taxes and accruing penaltics, interest and costs, and insurance, shall for this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per any part thereof, or intret: thereon, or the taxes ascessed on said premises, or if the insurance is to, and the whole principal of said note, and interest thereon, and all taxes and accruing pen- may have been paid by the part. \mathbf{y}_{-} of the second part, and all sums paid by the part. \mathbf{y}_{-} of at the option of the part, \mathbf{y}_{-} of the sense at the option of the part, \mathbf{y}_{-} of the second part; and it shall be herful for the part. \mathbf{y}_{-} of the at the option of the part, \mathbf{y}_{-} of the second part, and it shall be herful for the part. \mathbf{y}_{-} of the at the option of the part. \mathbf{y}_{-} of the second part, \mathbf{his}_{-} executors, administrators retain the amount then due or to become due according to the conditions of this instrument, to everythis, if any there be, shall be paid by the part
St. Tabuary 1841 - Anary A anal a. Buck	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part $\mathbf{y}_{}$ of the first p from the payment thereof be and become an additional lieu und cent per annum. But if defaults be made in such hoyment, or an not kept up thereen, then this conveyance shall become absolut alties and interest and costs thereon remaining unpaid or which the recond part for insurance, shall be due and payable or not, second part. The succession converting the same or not manner prescribed by law, appraisement hereby waived or not, or assigns; and out of all the moneys arising from such sale to a together with the costs and charges of making such sale, and the second part. May appraisement hereby waived or not, or assigns; and out of all the moneys arising from such sale to together with the costs and charges of making such sale, and the said in test of the said part $\mathbf{y}_{}$ of the above written.	$\begin{array}{c} \mbox{def the said mortgage may pay the taxes and accruing penalties, interests and costs, aparl, and the express of such taxes and accruing penalties, interest and costs, and insurance, shall ber it this mottgage upon the above-described premises, and shall bear interest at the rate of 10 per any part thereof, or interest thereon, or the taxes ascessed on said premises, or if the insurance is to, and the whole principal of said note, and interest thereon, and all taxes and accruing penmay have been paid by the part. \mathbf{J}_{-} of the second part, and all sums paid by the part. \mathbf{J}_{-} of the second part, and it shall be beful for the part. \mathbf{J}_{-} of the at the option of the part, \mathbf{J}_{-} of the second part, and it shall be beful for the part. \mathbf{J}_{-} of the at the option of the part. \mathbf{J}_{-} of the second part, and it shall be beful for the part. \mathbf{J}_{-} of the at the option of the part. \mathbf{J}_{-} of the second part, \mathbf{h} 19$
Atruary Atruary A and I. Buck	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part y of the first from the payment thereof be and become an additional lieu und cent per annum. But if defaults be made in such payment, or an not kept up thereen, then this conveyance shall become absolut alties and interest and costs thereon remaining unpaid or which the recond part for insurance, shall be due and payable or not, second part, his executors, administrators or axis manner prescribed by law, appraisement hereby waived or not, or assign; and out of all the moreys arising from such sale to a together with the costs and charges of making such sole, and th the said Not the said part y , of the above written.	<pre>default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, part, and the exprase of such taxes and accruing penalties, interest and costs, and insurance, shall for this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per my part thered, or intrect thereon, or the taxes ascessed on said premises, or if the insurance is to, and the whole principal of said note, and interest thereon, and all taxes and accruing pen- may have been paid by the part_J of the second part, and all sums paid by the part_J of at the option of the party, of the second part, and islue beful for the part_J of at the option of the part_J of the second part, and it shall be beful for the part_J of at the option of the part_J of the second part, and it shall be bayful for the part_J of the at the option of the part of the second part, his executors, administrators retain the amount then due or to become due according to the conditions of this instrument, to arry A. Thulfkuhle here here here and assigns.</pre>
1. The second	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part y of the first from the payment thereof be and become an additional lieu und cent per annum. But if defaults be made in such payment, or an not kept up thereen, then this conveyance shall become absolut alties and interest and costs thereon remaining unpaid or which the recond part for insurance, shall be due and payable or not, second part, his executors, administrators or axis manner prescribed by law, appraisement hereby waived or not, or assigns; and out of all the moreys arising from such sale to a together with the costs and charges of making such sole, and the the said MARCON WHEREOF. The said part y , of the above written.	Actualt whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, part, and the exprase of such taxes and accruing penalties, interest and costs, and insurance, shall ber this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per my part thereof, or interest thereon, or the taxes ascessed on said premises, or if the insurance is to, and the whole principal of said note, and interest thereon, and all taxes and accruing penmay have been paid by the part of the second part, and all sums paid by the part of the grant of the second part; and all sums paid by the part of the grant of the second part, and is bayfor of the part of the grant, and the option of the part of the second part, and is bayfor of the part of the second part, and is bayfor of the part of the record part, and is bayfor of the part of the record part, and is bayfor of the part of the second part, and is bayfor of the part of the record part, and is bayfor of the part of the second part, and is bayfor of the part of the second part, and is bayfor of the part of the second part, and have bayfor of the part of the second part, and is instrument, the option of the part.y of the second part, his there be, adall be paid by the part his here making such sale, on demand, to rry A. Rulfkuhle here here here here hand and real, the day and year last
A and the Buck	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part y of the first f from the payment thereof be and become an additional lieu und cent per annum. But if default be made in such payment, or an not kept up thereon, then this conveyance shall become absolut alties and interest and costs thereon remaining unpaid or which the recond part, for insurance, shall be due and payable or not, or assigns; and out of all the morey arising from such sale to a forgether with the costs and charges of making such sale to a together with the costs and charges of making such sale to a together with the costs and charges of making such sale, and the the said Mark the sale part y of the above written.	<pre>lefault whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, part, and the exprase of such taxes and accruing penalties, interest and costs, and insurance, shall for this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per any part thereof, or interet thereon, or the taxes ascessed on said premises, or if the insurance is to, and the whole principal of said note, and interest thereon, and all taxes and accruing pen- may have been paid by the part_J of the second part, and all sums paid by the part_J of at the option of the party, of the second part, and it shall be beful for the part_J of at the option of the part_J of the second part, and it shall be beful for the part_J of at the option of the part_J of the second part, and it shall be baful for any part thereof, in the at the option of the part_J of the second part, his executors, administrators retain the amount then due or to become due according to the conditions of this instrument, to any there be, shall be paid by the part his gue heirs, and assigns. e first part has hereunto set</pre>
S	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part y _of the first p from the payment thereof be and become an additional line and cent per annum. But if default be made in such payment, or an not kept up thereon, then this conveyance shall become absolu- alties and interest and costs thereon remaining unpaid or which the record part for insurance, shall be due and payable or not, second part,h18	<pre>default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, part, and the exprase of such taxes and accruing penalties, interest and costs, and insurance, shall for this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per my part thereof, or interest thereon, or the taxes ascessed on said premises, or if the insurance is to, and the whole principal of said note, and interest thereon, and all taxes and accruing pen- may have been paid by the part of the second part, and all sums paid by the part of at the option of the part of the second part, and is shall be bayful for the part of the gas, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the at the option of the part of the second part, his executors, administrators retain the amount then due or to become due according to the conditions of this instrument, is everylue, if any there be, shall be paid by the part heirs and assigns. e first part ha.S hereunto setherehand and real, the day and year hat </pre>
A and the Buck	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part y _of the first p from the payment thereof be and become an additional line and cent per annum. But if default be made in such payment, or an not kept up thereon, then this conveyance shall become absolu- alties and interest and costs thereon remaining unpaid or which the record part for insurance, shall be due and payable or not, second part,h18	<pre>lefault whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, part, and the exprase of such taxes and accruing penalties, interest and costs, and insurance, shall for this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per my part thereof, or interet thereon, or the taxes ancessed on said premises, or if the insurance is to, and the whole principal of said note, and interest thereon, and all taxes and accruing pen- may have been paid by the part.J. of the second part, and all sums paid by the part.J. of the second part, and all taxes and accruing the premises, or if the insurance is the option of the part.J. of the second part, and all sums paid by the part.J. of at the option of the part.J. of the second part, and if shall be beful for the part.J. of the second part, and the mouth of the part.J. of the second part, his</pre>
S	in some insurance company satisfactory to said mortgagee, in d and insure the same at the expense of the part y of the first p from the payment thereof be and become an additional line and cent per annum. But if default be made in such payment, or an not kept up thereen, then this conveyance shall become absolut alties and interest and costs thereon remaining unpaid or which the record part for insurance, shall be due and payable or not, second part,his	<pre>default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, part, and the exprase of such taxes and accruing penalties, interest and costs, and insurance, shall for this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per my part thereof, or interest thereon, or the taxes ascessed on said premises, or if the insurance is to, and the whole principal of said note, and interest thereon, and all taxes and accruing pen- may have been paid by the part of the second part, and all sums paid by the part of at the option of the part of the second part, and is shall be bayful for the part of the gas, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the at the option of the part of the second part, his executors, administrators retain the amount then due or to become due according to the conditions of this instrument, is everylue, if any there be, shall be paid by the part heirs and assigns. e first part ha.S hereunto setherehand and real, the day and year hat </pre>