

Now if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns said sum of money in the above described note mentioned together with the interest thereon according to the terms and tenor of the same then these presents shall be wholly discharged and void and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof or any interest thereon is not paid when the same is due and if the taxes and assessments of every nature which are or may be assessed or 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 and sums and interest thereon shall and by these presents become due ^{and} payable and said party of the second part shall be entitled to the possession of said premises. And said parties of the first part further agree upon default of the above covenant and conditions or any or either of them to pay the sum of Fifty Dollars for the mortgage or his assigns attorneys fee for foreclosure of this mortgage which sum shall be a lien upon said premises added to the amount of said obligation ^{and} secured by these presents and shall be included in and operate as a part of the judgment upon foreclosure of mortgage. Appraisement waived.

In Witness Whereof the said parties of the first part have hereunto set their hand the day and year first above written.

Executed in presence of
Nathan Kershaw

Robert Wincholz
Sarah Ann Wincholz

State of Kansas Douglas County ss.

Be it Remembered that on this 3rd day of February A.D. 1881 before me a Notary Public in and for the County and State aforesaid came Robert Wincholz and Sarah Ann Wincholz his wife who are personally known to me to be the same persons who executed the within instrument of writing and each person did duly acknowledge the execution of the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

L.S.

O. J. Richards
Notary Public

Recorded February 3rd A.D. 1881 at 2 O'clock P.M.

A. J. Hornold
Register of Deeds