

that portion of the premises herein conveyed known as "upland" without the consent of the mortgagee herein until the maturity of the first three of said notes; Provided that nothing herein shall be construed as a covenant not to "grab" that portion of the within described premises known as "bottom lands" or to cut up and carry away the "wind falls" on said premises for purpose of fuel for individual use of said mortgagors,

Now if such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof or any interest thereon or of said taxes or assessments as provided or if default be made in the agreement to insure or in case of a breach of the covenant not to cut down or destroy the trees saplings or shrubs aforesaid then this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and payable and in case of such default in any sum contracted to be paid for the period of ten days after the same becomes due the said parties of the first part agree to pay to said party of the second part or his assigns interest at the rate of nine (9) per cent per annum computed annually on said principal note from the date thereof to the time when the money shall be actually paid. But it shall be lawful for the party of the second part his executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law appraisement and out at the option of the party of the second part and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument and interest at nine per cent per annum from the time of said default until paid together with the costs and charges of making such sale and a reasonable attorney's fee for the foreclosure of this mortgage to be taxed as other costs in the suit.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written,

Robert B. Hill. 

Mary E. Hill. 

State of Kansas }  
Douglas County }

Be it remembered that on this fourth day of May A.D. 1881 before me as Notary Public in and for said County and State came Robert B. Hill and Mary E. Hill his wife to me personally known to be the same persons described in and who executed the foregoing mortgage and duly acknowledged the execution of the same to be their free act and deed.