

the County of Douglas and State of Kansas to wit:
 The North Sixty (60) acres of the east half being the North east quarter
 and the north half of South east quarter of the South West quarter
 of Section No. Nine (9) in Township No. Fourteen (14) of Range Twenty
 one (21) East of the 6th principal meridian.

To have and to hold the same together with all and singular the
 tenements hereditaments and appurtenances therunto belonging or in any
 wise appurtenant;

Provided Always and these Presents are upon this express condition
 that whereas said John Madl Jr. has this day executed and
 delivered one certain promissory note in writing to said parties of
 the second part of which the following is a copy,

\$350⁰⁰.

Cudora Douglas Co. Kans. Oct. 9th 1882

Two years after date I promise to pay to the order of Chas. Duer
 and Chas. Pella guardians of minor heirs of Andrew Bauer deceased
 Three hundred fifty and ⁰⁰/₁₀₀ Dollars payable at Cudora Kans. value
 received with 10 per cent interest payable annually. Due Oct. 9th 84.

Now if said party of the first part shall pay or cause to be paid
 to said parties of the second part their 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 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 and sums and
 interest thereon shall and by these presents become due and payable
 and said parties of the second part shall be entitled to the possession
 of said premises. And said party 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 and ⁰⁰/₁₀₀ Dollars for the mortgage or their
 assigns attorney fees or the 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 this mortgage.

Appraisement waived.

In Witness Whereof The said party of the first part has hereunto set
 his hand the day and year first above written.

John Madl Jr.

State of Kansas Douglas County ss.

Be it Remembered That on this 9th day of