

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 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 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 Fifteen Dollars for the mortgagee or his assigns attorney's fees for 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 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.

E. M. Rutter
Laura Rutter

State of Kansas, Douglas County ss.

Be it Remembered, That on this 13 day of March A.D. 1885 before me the undersigned a Notary Public in and for the County and State aforesaid came Edmund M. Rutter and Laura Rutter his wife who are personally known to me to be the same persons who executed the within instrument of writing and such persons did duly acknowledge the execution of the same.

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

(L)

O. B. Richardson, N.P.

Commission expires Feb'y 26 '86.