

South 40 degrees West 20 $\frac{7}{10}$ chains to a stake, thence North 8 $\frac{1}{2}$ degrees West 24 $\frac{4}{10}$ chains to a stake in center of Lawrence road thence North 81 $\frac{1}{2}$ degrees East 27 $\frac{7}{10}$ chains along the center of the Lawrence road to a stone - the place of beginning containing 40 acres more or less. To have and to hold the same together with all the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining forever subject to a mort executed March 19/84 in the sum of \$300.00 Provided Always and these presents are upon this express condition that whereas said Charles F. and Flora Thurber have this day executed and delivered their certain promissory note in writing to said party of the second part of which the following is copy to wit:

Lawrence Kansas September 15th 1885

\$100.00.

On or before four years from the date hereof for value received we promise to pay to W. J. Townes or bearer the sum of One Hundred Dollars with interest thereon payable semi annually at the National Bank of Lawrence at the rate of nine per cent per annum. 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 payable the the whole of said sum and sums and interest thereon shall and by these presents do become due and payable and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part further agree upon default of the above covenants and conditions or any or either of them to pay the sum of Twenty five Dollars for the mortgagor or his assigns attorneys fees 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 operate as a part of the judgment upon foreclosure of this mortgage.