

part her 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, 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 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 Fifty Dollars for the mortgagor or her assigns, attorney's 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, and operate as a part of the judgment upon foreclosure of this mortgage.

John S. Davis
Elyda A. Davis

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

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 1st day of October A.D. 1885 before me, the undersigned a Notary Public in and for the County and State aforesaid, came J. S. Davis and Elyda A. Davis his wife who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my official Seal, the day and year last above written.