

of Section Twenty Six (26) in Township Twelve (12) Range Nineteen (19) in the County and State aforesaid. To have and to hold the same Together with all and singular the tenements, hereditaments, and appurtenances therunto belonging, or in any wise appertaining, forever;

Provided Always, And these presents are upon this express condition, That whereas: said Ellsworth B. Shearer has this day executed and delivered his certain promissory note in writing to said party of the second part, of which the following is a copy.

\$2739 ³³/₁₀₀

Kansas City Mo. Dec. 28th 1885.

Thirty days after date I promise to pay to the order of John K. Dunn, Twenty Seven Hundred + Thirty Nine ³³/₁₀₀ Dollars at H. S. Mills + Sons Bankers Kansas City Mo. Value Received with interest from maturity at the rate of 12% per annum. (Signed)

Now, If said party 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.

In Witness Whereof. The said party of the first part has herewith set his hand the day and year first above written, appraisement and stay laws are hereby waived.