

of the second part, the following described premises situated in the County of Douglas, State of Kansas, to-wit:

Number Twelve The North East Quarter of Section Number Twenty four (24) Township Number Twelve (12) South Range Number Eighteen (18) East of the 6th P.M. containing in all One Hundred and Sixty acres by Government Survey

The intention being to convey hereby, an absolute title in fee simple, including all rights of homestead, to have and to hold the premises above described, with all the appurtenances thereunto belonging, unto the said Lombard Investment Company and to its successors or assigns forever.

Provided, always, and these presents are upon the express condition, that if the said party of the first part, their heirs, executors or administrators shall pay or cause to be paid to the said Lombard Investment Company, its successors or assigns, the sum of 100 Dollars, on the First day of September 1887 with interest thereon at the rate of Twelve per cent, per annum, payable semiannually after maturity and until the same is fully paid, according to the tenor and effect of the one promissory note of said party of the first part, bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect. And in case of the non-payment by the said party of the first part, or their heirs, executors or administrators, of the said interest or principal, or any part thereof, at the time the same becomes due, or a failure on their part to pay the taxes of any year before the same become delinquent, then in case of the occurrence of either of said events, the whole principal sum and interest shall become due and payable.

And it is further agreed by the mortgagors that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee, and be taxed as a part of the cost of foreclosing.

The said party of the first part also agree