

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 Two Hundred & fifty Dollars, on the First day of October 1888 with interest thereon at the rate of Twelve per cent per annum, payable semi-annually 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 attorneys fees and be taxed as a part of the cost of foreclosing.

The said party of the first part also agrees to pay all taxes or assessments that shall be taxed or assessed on said premises from the date hereof until the said sum shall be fully paid as aforesaid.

And the said party of the first part hereby relinquishes all right of dower in and to the above described premises.

Signed this Eleventh day of March A.D. 1888  
 Horatio N. Brockway  
 Mattie Brockway

State of Kansas,  
 Franklin County, } ss

On this Eighteenth day of March A.D. 1888  
 before me, the undersigned, a Notary Public in and for  
 said County, personally came Horatio N. Brockway