

notes of even date herewith, this day executed and delivered by the said party of the first part to the said party of the second part, payable at the Third National Bank, in New York City, as follows, to wit:

Five Dollars on the first day of August, 1886

Five Dollars on the first day of February, 1887

and Five Dollars on the first days of August and February in each year until the whole sum is fully paid; and this conveyance shall be void, if such payment be made as herein specified. But if default be made in such payment, or in any part thereof, or any interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole sum shall become due and payable at the option of the party of the second part, and the said party of the first part hereby authorize and fully empower the said party of the second part, its representatives or assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraise-ment hereby waived; and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and any moneys advanced for the payment of taxes or other liens, and a reasonable sum as attorney's fees for foreclosure of this mortgage, the said fees to be due and payable on filing petition for foreclosure, and the overplus, if any there be shall be paid by the party making such sale on demand, to the said party of the first part their heirs or assigns.

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

Geo. F. Smith *(Seal)*

Ann C. Smith by Geo. F. Smith *(Seal)*
her Guardian

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this