

containing Five (5) acres more or less according to U. S. survey.
To Have and to hold the same, together with all and singular the
incumbrances, 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 parties of the first part have this day
executed and delivered One certain promissory note in writing to said
party of the second part, of which the following is a copy:

No. 4471 Topeka, Kansas, October 1st 1886

For Value Received, We promise to pay to the order of The National
Loan and Trust Company, at its office in Topeka, Kansas, the sum of
Five Hundred and Twenty Five Dollars, in ten semi-annual instal-
ments of Twenty Five and 00/100 Dollars each, as follows: The first
instalment on the third day of April 1887 the second instalment on
the third day of October 1887, and one instalment on the third days of
April and October in each year thereafter, until the entire sum is fully
paid.

And it is expressly agreed, that if default be made in the payment of
any one of said instalments when due, or any part thereof, then all of
said Five Hundred and Twenty Five Dollars, less the instalments paid,
shall immediately ^{become} due and payable, and shall draw interest at the rate
of twelve per cent. per annum from the date hereof until paid.

Appraisalment and stay laws are hereby waived. This note is secured
by mortgage on real estate, duly recorded.

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Now, if said parties of the first part shall pay or cause to be paid to said
party of the second part its representatives or assigns, said sums 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 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 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 parties of the first part have hereunto
set his hand the day and year first above written.

Signed in presence of

A. C. Bell

E. B. Snover

H. K. Leonard

Wm. C. Leonard

The following is entered on the original instrument
This note having described having been paid in full this mortgage
is hereby released and the lien thereby created is discharged
as with