

of the sixth principal meridian in Kansas, 80 acres more or less. To Have and to Hold the same, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas, said Joseph Vitt and Mary his wife 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:

\$300.00

Eudora, Kansas Sept. 23/88

Eighteen months after date we promise to pay to the order of Charles Durr at his office in Eudora Kansas, Three Hundred Dollars with 10% interest per annum payable annually from date until paid. Value Received

Joseph Vitt

Mary Vitt

Now, if said parties 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; And said parties of the first part further agree upon default of the above covenant and conditions or any or either of them to pay the sum of fifty Dollars, for the mortgagee or his assigns, attorney's fees or the foreclosure of this mortgage, which sum shall be a lien upon said premises, added to the amount of said obligation and secured by these presents, and shall be included in and operate as a part of the judgment upon foreclosure of mortgage.

Appraisement Waived.

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

Witnessed in Presence of
Chas. Rilla.

Joseph Vitt

Mary Vitt

State of Kansas
Douglas County } ss.

Be it remembered, That on this 12th day of October

Note paid in full and Mortgage satisfied and discharged
March 20, 1888
Wm. O. B. B. B.

James Brooks Repro: of deeds

The following is introduced in the original mortgage
the said in full and Mortgage satisfied and discharged
March 20, 1888
Wm. O. B. B. B.