

the payment of the sum of Three Hundred dollars, according to the terms of one certain promissory note of even date herewith payable to Eden H. Fisher of Rome City Indiana or order for three hundred dollars with inst at ten per cent per annum from date until paid dated September 12th 1887

Signed Henry C. Fisher Mary A. Fisher

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in said payment, or any part thereof, as provided, then this conveyance shall become absolute, and it shall be lawful for said party of the second part, his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the money arising from such sale, to retain the amount then due for principal and interest, and also for statutory damages in case of protest, together with the cost and charges of making such sale, and ten per cent, on the amount secured by this mortgage, as a reasonable attorney's fee for foreclosure hereof, and the surplus, if any there be, shall be paid by the party making such sale, to the said Henry C. Fisher and Mary A. Fisher their heirs or assigns, and for the said consideration, the said parties of the first part hereby waive appraisement of said real estate.

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

Signed, sealed and delivered

in the presence of

B. C. Dallas

Henry C. Fisher [Seal]

Mary A. Fisher [Seal]

State of Kansas
County of Douglas ss.

Be it remembered, That on the 12th day of Sept. A.D. 1887, before me Chester E. Dallas Not. Pub. in and for said County and State, came Henry C. Fisher and Mary A. Fisher his wife to me personally known to be the same persons who executed the