sum of Seventy four and $\frac{50}{00}$ Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all the following described Real Estate, situated in Douglas County, and State of Kansas to wit: the North fifty acres of the South hundred acres of the N. E. ¼ North East quarter of Section 13 in Township 12 Range 18 East of the 6th Principal Meridian containing 50 acres according to the survey thereof.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:

Provided Always, And these presents are upon this express condition that whereas said R. C. Coble and Mary A. Coble has 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:

$74\frac{50}{}$ Marion Kansas 12/11 - 1888.

Sixty days after date we promise to pay to the order of E. M. Donaldson Cashier at the First National Bank of Marion Kansas Seventy four & $\frac{50}{00}$ Dollars with interest at the rate of 12 per cent. per annum after maturity untill paid. payable annually for value. Received

signed R. C. Coble
Mary A. Coble

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 Twenty five Dollars for the mortgagee or his assigns, attorney's fees for 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