

Company, second party, its successors or assigns, an indefeasible estate in fee simple absolute in and to the following described real estate in Douglas County, State of Kansas, to-wit: The South half of the South half of Section Twenty Seven (27) in Township Thirteen (13) South of Range Nineteen (19) East of the sixth principal meridian, containing 160 acres, More or less as shown by the United States government survey.

This conveyance is junior and subsequent to a mortgage upon the same real estate for \$2000 of even date herewith, in which each party is the same as herein.

It is agreed that if a promissory note for \$250 payable in six installments, at the office of said company in Kansas City, Missouri made and delivered this day by the first party to the second party, and secured hereby be paid, according to the terms thereof, and the several coupons named in said prior mortgage be paid as herein provided, and the several agreements made by said first party in said prior mortgage be faithfully performed, then this conveyance shall be void and be released at the expense of the first party or assigns.

If, however, any installment of the said promissory note, or any of said coupons become delinquent, or the second party pays out any sum or sums under the terms of said prior mortgage, for insurance, taxes assessments, or to procure release of statutory lien claims, or the said prior mortgage is paid off in full, then, at the election of said second party, the whole of the balance of said installment note shall become due, and shall bear interest at the rate of ten per centum per annum from the date thereof; and to any judgment rendered upon said note there may be added the amount of the said coupons then delinquent, and all sums so paid for insurance, taxes, assessments, and to release statutory lien claims, with interest upon all said sums at the rate of ten per centum per annum, and the proceeds of foreclosure and sale under this mortgage shall be applied in the payment of the entire amount so found to be due.

Sale under foreclosure may be made with or without appraisement, at option of party foreclosing.

Dated this first day of October 1890.

Signed in presence of
L. A. Steele.

Thomas Fox

Lewellyn Lawrence Fox

(Seal)

State of Kansas.

Douglas County.

ss Be it Remembered, that on this 20 day of October 1890 before me, a Notary Public in and for said County and State, came Thomas Fox who is personally known to me to be the same person who executed the foregoing instrument of writing, and such person duly acknowledged the execution of the same. And the said Thomas Fox further declares himself to

(For release: See Book 37 Page 305)

The L. M. is in and over on the original instrument