

appertaining forever.

Provided, Always, And these presents are upon this express condition, that whereas, said Wm A. Hyde & Maggie E. Hyde 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 copy:

\$275

Baldwinsville, May 6th 1891

Two years after date we promise to pay to the order of W D Martin Two Hundred Seventy five Dollars. For value received, with int at the rate of 10% per annum from date if the interest be not paid annually, to become principal & bear same rate of int. This note is negotiable & payable without defalcation or discount and without any relief or benefit whatever, from stay, valuation appraisement or homestead exemption laws.

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 Two Hundred Seventy five Dollars, for the mortgage or assigns, attorneys 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 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.

Executed in presence of

Wm. A. Hyde

Maggie E. Hyde

State of Kansas Douglas County, ss.

Be it Remembered, That on this 6th day of May A.D. 1891, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Wm A. Hyde & Maggie E. Hyde his wife who are personally known to me to be the same persons who executed the within instrument of writing,