

This Indenture, Made this First day of June 1892 between William Mesenhimer a single man of the County of Douglas and State of Kansas, of the first part, and Willard P. Holmes of Kansas City, Missouri, of the second part:

Witnesseth, That the said party of the first part in consideration of the sum of One Hundred and fifty five Dollars, the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said party of the second part, or his assigns, all the following described real estate, situated in the County of Douglas and State of Kansas to-wit: The West one half of the Northwest quarter of Section Twenty six (26) & the East Sixty (60) acres of the North one half of the Northeast quarter of Section Twenty seven (27) all in Township Fourteen (14) Range Eighteen (18) East of the Sixth Principal Meridian.

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 William Mesenhimer is indebted to said Willard P. Holmes in the sum of One hundred and fifty five Dollars, payable in installments, for which he has this day executed and delivered ten promissory notes to said party of the second part bearing even date herewith, payable semiannually on the first day of June and the first day of December in each year from December first, 1892, to June, first 1897, being two notes of \$17⁰⁰ and eight notes of \$15⁰⁰ each, and payable at the office of W. P. Holmes and Company, Kansas City, Mo., with exchange on New York and if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable at the option of the party of the second part, or the legal holder of said notes, or any of them, and shall draw interest at the rate of ten per cent per annum from the date of said notes until fully paid. This mortgage is subject, however, to a prior mortgage or deed of trust to secure \$1750⁰⁰ and interest to Henry Day of even date herewith.

Now if said William Mesenhimer shall pay or cause to be paid to said party of the second part, or his assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void to be released at the expense and cost of the mortgagor herein, or assigns: and, otherwise, shall remain in full force and effect. But if said sum or sums of money, or any part thereof hereby secured, or any interest, 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, and if any part of the principal or interest secured by said other above mentioned mortgage or deed of trust is not paid when due, then the whole of said sum and sums hereby secured, and interest thereon, shall and by these presents do become due and payable, and this mortgage be at once foreclosable, and said party of the second part shall be entitled to the possession of said premises. And the holder of the notes hereby secured, or any of them, may at option pay any such sums due for taxes and assess-

[For Release at Court, 16 Days - 5:30] (For Release at Court, 16 Days - 4:45)