

Provided always, and these presents are upon this express condition, that whereas, said Henry Booch and Albertina Booch 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 a copy: On the first of November 1892 We promise to pay to J. L. Hansen the sum of One hundred Dollars, for value received this fifth of August 1892.

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, 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 or levied against said premises or any part thereof, are not paid when the same are by law made payable then the whole of said sum and sums and interest thereon, shall, and by these presents become due and payable, and said part of the second part shall be entitled to the possession of said premises.

And the said part of the first part, further agrees on default of the above covenants and conditions, or any one either of them, to pay the sum of ^{Dollars} for the mortgage or ^{or} ^{attorney's fees for foreclosure of this mortgage, which he may charge before a trial, upon said premises} designs, 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 this 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.

Henry Booch

Albertina Booch

State of Kansas, Douglas County ss.

Be it Remembered, that on this fifth day of August A.D. 1892 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Henry Booch and Albertina Booch his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my seal, the day and year last above written.

J. L. Hansen

John Glaser

Notary Public

My commission expires Dec 19, 1893

Recorded Aug 6, 1892 at 11⁰⁰ o'clock P.M.

James Brooks
Register of Deeds