

and State of Kansas to wit: Lots One Hundred and Sixty Nine (169) One Hundred and Seventy (170) and One Hundred and Seventy One (171) all in Addition Two (2) in North Lawrence, also Lots Seventy Nine (79) Eighty one (81) Eighty Three (83) and Eighty Five (85) on Pennsylvania Street in the City of Lawrence, as shown on the recorded Plat of said City.

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 Joseph Rahskopf and Mary J. Rahskopf his wife have this day executed and delivered One certain promissory note to said parties of the second part, for the sum of Two Hundred Dollars, bearing even date herewith, payable at the office of Phoenix Loan Association of St Joseph Mo. due and payable One year after date. And if default be made in the payment of said note when due, or any part thereof, then said note shall draw interest at the rate of 8 per cent. per annum from the date of said note until fully paid. All appraisement and stay laws waived.

Now, If said Joseph Rahskopf and Mary J. Rahskopf his wife shall pay or cause to be paid to said parties of the second part, their 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 do become due and payable, and said parties 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 covenants and conditions, or any or either of them, to pay the sum of Twenty Dollars, to the mortgagee or his assigns, as 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 of the judgment upon foreclosure of this mortgage.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said parties of the second part, their executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear from all incumbrances, and that they will, and their heirs,