

line of said quarter section, thence West One hundred and sixty (160) Rods parallel with South line of said quarter section and containing Eighty three acres more or less except easement for wagon road along east side of West line of said quarter section.

Together with all and singular, the hereditaments and appurtenances therunto belonging, or in any wise appertaining, to have and to hold the same unto the said party of the second part his heirs and assigns forever.

Provided Always, And these presents are upon these express conditions: That if the said party of the first part, his heirs and assigns, shall well and truly pay or cause to be paid to the said party of the second part heirs or assigns, the sum of Three hundred & Twenty five Dollars, with interest thereon at the time and in the manner specified in one certain promissory note bearing date November 1st, 1893, executed by the parties of the first part payable to the order of Andrew Eberhart as Guardian of Spiah F. Eberhart a minor at the Lawrence National Bank of Lawrence, Kansas, in amounts and due as follows: November 6th 1898, all drawing 10 per cent interest from date unless paid at maturity, according to the true intent and meaning thereof then in that case these presents and everything herein expressed shall be absolutely null and void. But upon default of the payment of any part of the principal, or interest, or any one of said notes at maturity, or upon the failure to pay any lawful assessment upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable, and this instrument shall be subject to foreclosure according to law, and upon default being made as aforesaid, the sum of \$1000 shall be added to and become part of the indebtedness hereby secured, which sum, it is agreed, shall compensate the holder hereof, for all labor, damage and expense he shall incur other than attorney fees, by reason of said default, it being agreed that said labor, damage and expense shall amount to the sum last aforesaid.

In case of foreclosure and sale the parties of the first part hereby waive the right of appraisalment of the premises.

In Testimony Whereof, The said party of the first part, have hereunto set their hand and seal the day and year first above written.

L. C. Stevens [seal]

Gertrude Stevens [seal]

The State of Kansas }
County of Douglas } ss.

Be it Remembered, That on the 6th day of November A.D. 1893 before me, a Probate Judge in and for said County and State came L. C. Stevens and Gertrude Stevens his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution.

The following is endorsed on Original Instrument
and is not a copy of the instrument within its contents