

order of Andrew Eberhart at Lawrence Kansas, Kansas, in amounts and due as follows: For One Hundred and twenty five Dollars each, and due on December 1st 1894-95-96-97-98, all drawing 6 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 \$100 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 attorneys fees, by reason of said default, it being agreed that said labor, damage and expense shall amount to the sum last aforesaid. This is second and subsequent to a Mortgage of this date executed and delivered by D. C. Stevens & wife to Andrew Eberhart Guardian of Isaac F. Eberhart and to secure the payment of Three hundred and twenty five dollars, five years from date.

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

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

D. C. Stevens [seal]

Gertrude Stevens [seal]

The State of Kansas }
County of Douglas } ss.

Be it Remembered, That on the sixth day of November A.D. 1893, before me, a Probate Judge in and for said County and State came D. 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 of the same.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(J. L.)

John L. Norton Probate Judge

Recorded Nov 6. 1893 at 5¹⁵ o'clock P.M.

James Brooks
Register of Deeds