

The North one fourth ($\frac{1}{4}$) of Lot No. Sixty five (65) in Simpsons Sub-division, North Lawrence, less the East thirty (30) feet thereof 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, her heirs and assigns shall well and truly pay or cause to be paid to the said party of the second part, his heirs and assigns, the sum of Thirty Five (35) Dollars, with interest thereon at the time and in the manner specified in one certain promissory note bearing date June 16, 1897, executed by the party of the first part Ann Gentry payable to the order of R. E. Melvin at Lawrence, Kansas, and due as follows, Jan. 1st 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 becomes 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 \$25.00 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 party of the first part waives the right of appraisal of the premises.

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

Signed, sealed and Delivered in the presence of

Ann^{for}_{mark} Gentry (seal.)

A. A. Cooper

The State of Kansas }
County of Douglas } SS

Be it Remembered That on this 16 day of June A.D. 1897 before me a Notary Public in and for said County and State came Ann Gentry to me personally known to be the same person 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.

L. S.

A. A. Cooper
Notary Public

My com. Ex. March 26, 1901.