

of land used for a cemetery

To have and to hold the same together with all the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining forever. Provided always and these presents are upon this express condition that whereas said August Dreyer has 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 \$200.00 Lawrence Kansas April 25. A. D. 1883 on or before ten years after date for value received I promise to pay Mary E. Richardson or order at the Nation Bank of Lawrence Twelve 12 hundred Dollars with interest at the rate of Eight percent per annum after April 25th. 1884 the Interest to be due and payable annually sums of \$100. and over may be paid at the pleasure of the maker of this note signed August Dreyer Now If said party of the first part shall pay or cause to be paid to said party of the second part her heirs or assigns said sums 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 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 party of the second part shall be entitled to the possession of said premises And the said party 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 Fifty Dollars for the mortgagee or her assigns attorneys 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 a praisement waived In Witness Whereof The said party of the first part have hereunto set their hand the day and year first above written

August Dreyer

Elizabeth Dreyer

State of Kansas Douglas County ss.

Be it Remembered That on this 26<sup>th</sup> day of April A. D. 1883 before me the undersigned Register of Deeds in and for the County and State aforesaid came August Dreyer and Elizabeth Dreyer his wife who are personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledged the execution of the same

In Testimony Whereof I have hereunto subscribed my name and