

twenty one, 21. Commencing at the north west corner of said south west quarter running thence East eighty, 60 rods, thence south Eighty, 80, rods, thence west sixty, 60, rods to section line thence north Eighty, 80, rods to place of beginning being 30 acres more or less. Also the east one Hundred acres of the south west quarter of sec. twenty nine 29 township thirteen 13 Range twenty one, 21.

To have and to hold the same, Together with all and singular the tenements, hereditaments, and appurtenances therunto belonging, or in any wise appertaining, forever;

Provided Always, And these presents are upon this express condition that whereas said Gottlob Kaiser and Christiane his wife have 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.

\$900.⁰⁰

Endora Kansas Oct. 24th 1884

Three years after date we promise to pay to the order of William Altenbernd Nine Hundred Dollars at his house in Endora Township value received with interest at 9 per cent per annum after date until paid payable annually.

Gottlob Kaiser

Christiane Kaiser.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part his heirs and 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 become due and payable; and said party 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 covenant and conditions or any or either of them to pay the sum of Fifty Dollars for the mortgagee or his assigns, attorney's fee or 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 mortgage.

Appraisement Waived.