

after date respectively: Number one being for the sum of Six dollars and the others for the sum of Six Dollars each all payable to the order of J. B. Watkins at the office of J. B. Watkins & Co. in the City of New York. It is expressly agreed, That the first party shall at all times keep the taxes and assessments of any and all kinds that may become liens upon said premises fully paid and satisfied and that the said security shall remain and be kept as good as the same is now until all said notes interest and penalties thereon are fully paid.

It is further expressly agreed that in case of default in the payment of said notes or either of them or any part thereof or any of the sums of money to become due herein specified according to the tenor and effect of said notes or in case of the breach by the said party of the first part of any of the covenants or agreements herein or in said notes mentioned by said first party to be performed then this conveyance shall become absolute and the party of the second part be at once entitled to the possession of the said above described premises and to have and receive all the rents and profits thereof. And the said notes with interest accrued thereon and the aforesaid penalties thereon shall thereupon each and every one of them become and be at once due and payable and bear interest from date at 12 per cent per annum. And in case of the foreclosure of this mortgage party of the first part agrees to pay ten per cent. attorney's fee upon the amount to be recovered herein said fee to be due and payable on filing petition for foreclosure. Appraisement hereby waived or not at the option of the said second party.

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

Witnesses to mark

L. J. Miller

W. J. Patterson

State of Kansas } ss.

Douglas County }

August ^{his} Bitterly 
Mary ^{her} Bitterly 

D. W. J. Patterson a Notary Public in and for said County and State came do hereby certify that on this 3rd day of January A.D. 1885 personally appeared before me August Bitterly and Mary Bitterly husband and wife to me personally known to be the identical persons who executed and whose names are affixed to the foregoing mortgage as grantors and acknowledged.