

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

Provided Always, And these presents are upon this express condition that whereas said Meylert B. Pryor and Maggie Pryor have this day executed and delivered one certain promissory note to said party of the second part, for the sum of Two hundred and Twenty five Dollars bearing even date herewith, payable at the office of The Kansas Loan and Trust Company, Topeka Kansas, in equal installments of Forty five Dollars each, the first installment payable on the First day of November 1885 the second installment on the First day of November 1886 and one installment on the First days of November in each year thereafter, until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due or any part thereof then all unpaid installments shall become immediately due and payable at the option of the party of the second part or the legal holder of said note, and shall draw interest at the rate of 12 per cent per annum from the date of said note until fully paid. All appraisement and stay laws waived.

Now, If Said Meylert B. Pryor and Maggie Meylert shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described notes 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 do 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 the default of the above covenants and conditions, or any or either of them to pay the sum of Ten Dollars to the mortgagee or his assignee, as Attorney's fee 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