

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 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 the said parties 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 (\$50.00) Dollars for the mortgage or his assigns attorneys fees for 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 Appraisement waived.

In Witness Whereof The said parties of the first part has hereunto set their hands the day and year first above written.

Executed and Delivered in Presence of } M. P. Hays.
Wm Hutchison

State of Kansas Douglas County, ss.

Be it Remembered That on this 7th day of Feb. A D 1885 before me the undersigned Notary Public in and for the County and State aforesaid came M. P. Hays & Eliza Hays his wife who is personally known to me to be the same person who executed the within instrument of writing and such person has duly acknowledged the execution of the same.

In Testimony Whereof I have thereunto set my hand and affixed my official seal the day and year last above written.

(2)

S. A. Stonebraker N.P.

Wm & P March 7. 1886

Recorded February 9th 1885 at 3¹⁵ O'clock P.M.

A. J. Connolly
Register of Deeds