

described with all the appurtenances thereto belonging unto the said Lombard Investment Company and to its successors and assigns forever.

Provided Always and these presents are upon the express condition that if the said Henry J. Rushmer and Sarah J. Rushmer their heirs executors or administrators shall pay or cause to be paid to the said Lombard Investment Company its successors or assigns the sum of 300 Dollars on the first day of November 1886 with interest thereon at the rate of twelve per cent. per annum payable annually after maturity and until the same is fully paid according to the tenor and effect of the one promissory note of said Henry J. Rushmer & wife bearing even date with these presents then these presents to be void otherwise to be and remain in full force and effect. And in case of the non-payment by the said party of the first part or their heirs executors or administrators of the said interest or principals or any part thereof at the time the same becomes due or a failure on their part to pay the taxes of any year before the same become delinquent then in case of the occurrence of either of said events the whole principal sum and interest shall become due and payable.

And the it is further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage a reasonable amount shall be allowed as attorney's fee and be taxed as a part of the cost of foreclosing.

The said party of the first part also agrees to pay all taxes or assessments that shall be taxed or assessed on said premises from the date hereof until the said sum shall be fully paid as aforesaid.

And the said Sarah J. Rushmer hereby relinquishes all her right of dower in and to the above described premises.

Signed this seventh day of May A.D. 1885.

In presence of

T. C. Clark.

Henry J. Rushmer

Sarah J. Rushmer

State of Kansas }
Douglas County }

On this seventh day of May A.D. 1885 before me T. C. Clark a Notary Public in and for said