

And apply the same, when received, to the payment of said note together with the costs and expenses incurred in collecting said insurance or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part or the legal holder or holders of said note may deliver said policy to said party of the first part and require the collection of the same and payment made of the proceeds as last above mentioned.

Fifth, It is further agreed that in case of default in the payment of said bond or any part thereof or any of the sums of money to become due herein specified according to the tenor and effect of said bond or in the case of the breach by the said party of the first part of any of the covenants or agreements herein mentioned by said first party to be performed thenⁱⁿ in that case the bond secured hereby shall bear interest at the rate of twelve per cent per annum from date and this conveyance shall become absolute and the party of the second part be at once entitled to the possession of the above described premises and to have and receive all the rents and profits thereof, And the said bond with interest accrued thereon and all moneys which may have been advanced and paid by the said second party with the aforesaid interest thereon, shall thereupon each and every one of them become and be at once due and payable.

And the said party of the first part for said consideration does hereby expressly waive an appraisement of said real estate and all the benefit of the Homestead Exemption^{as} ^{an} ^{and} ^{the} ^{State} ^{of} ^{Kansas} The foregoing conditions being performed this conveyance to be void otherwise of full force and virtue.

In Testimony Whereof, The said party of the first part has hereunto subscribed his name and affixed his seal on the day and year first above written,

Thomas J. Mustard {Seal.}

State of Kansas,
Douglas County } ss.

Be it Remembered That on this 5th day of September A.D. Eighteen Hundred and eighty one before me the undersigned a Notary Public in and for the said County, ^{and} State came Thomas J. Mustard an unmarried man, to me personally, known to be the identical person described in and who executed the foregoing Mortgage deed and duly