

and may at once take possession and receive and collect the rents issues and profits thereof. For value received the said party of the first-part do hereby expressly waive an appraisement of said real estate should the same be sold under execution, order of sale, or other final process and do further waive all benefits of the stay valuation or appraisement laws of the State of Kansas: and do further agree that the contract embodied in this mortgage and note secured hereby shall in all respects be governed, construed and adjudged according to the laws of Kansas where the same is made. The foregoing covenants being performed this conveyance to be void, otherwise of full force and virtue.

In Testimony Whereof, the said parties of the first-part have hereunto set their hands this fifteenth day of August eighteen hundred and eighty five.

Attest:

Frank M. Baley

Josephine A. Baley

John A. DeValley }
L. L. Wharton }

State of Kansas }
Douglas County }

Be it Remembered That on this twentieth day of August A.D. eighteen hundred and eighty five before me the undersigned a Notary Public in and for said County and State came Frank M. Baley and Josephine A. Baley husband and wife who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed & duly acknowledged the execution of the same to be their voluntary act & deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(L.S.)

L. L. Wharton

Residence: Baldwin City.

Notary Public

Commission dated Jan'y 12/85

Douglas County, Kansas

Expires Jan'y 12, 1889.

Recorded August 21st 1885 at 1 O'clock P.M.

W. J. Arnold
Register of Deeds