

interest thereon from the time of payment at the rate of twelve per cent. per annum payable semi-annually, these presents shall be a security in like manner and with like effect as for the payment of said bond and interest coupons.

Tenth: The said first party agrees that if the maker of said note shall fail to pay any of said money, either principal or interest within thirty days after the same becomes due or to conform to or comply with any of the foregoing covenants the whole sum of money herein secured may, at the option of the holder of the note hereby secured and at their option only and without notice be declared due and payable and this mortgage may thereupon be foreclosed immediately for the whole of said money interest and costs together with statutory damages in case of protest and said second party or any legal holder hereof shall at once upon the filing of a bill for the foreclosure of this mortgage be forthwith entitled to the immediate possession of the above described premises 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. The mortgagors have the option of paying \$1.00 of principal or any multiple thereof whenever an interest coupon matures on and after September 1st 1888.

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

Attest:

J. B. Clark,

State of Kansas } ss.

Douglas County,

John W. Bay
Lida B. Bay

Be it Remembered That on this nineteenth day