

same and payment made of the proceeds as last above mentioned. Fifth; Said parties of the first part hereby agree that if the maker of said note shall fail to pay or cause to be paid any part of said money either principal or interest according to the tenor and effect of said note and coupons when the same becomes due, or to conform or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

And the said parties of the first part for said consideration do hereby expressly waive an apportionment of said real estate and all benefits of the Homestead Exemption and stay laws of 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 parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Executed in Presence of }
J. C. Clark }

Henry Fiel 
Harriet Fiel 

State of Kansas, ss.
Douglas County }

Be it Remembered That on this 17th day of October A.D. eighteen hundred and eighty five before me a Notary Public in and for said County and State came Henry Fiel and Harriet Fiel husband and wife who are personally known to me to be the identical person described in and who executed the foregoing mortgage deed and duly acknowledged the execution of the same, to be their voluntary act and deed.

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



J. C. Clark

My commission expires Oct. 11/888,

Notary Public.

Recorded October 17th 1885 at 11⁰⁰ O'clock A.M.

W. J. Arnold
Register of Deeds,