

And the said party of the first part, for said consideration, does hereby expressly waive all appraisement of said real estate, and all benefit of 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.

Sixth: In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained and only in the case of the foreclosure of this mortgage the said first party agrees to pay to the said second party and his assigns, interest at the rate of 12 per cent. per annum, computed annually on said principal note, from the date hereof to the time when the money shall be actually paid.

Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 12 per cent. per annum.

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

Executed and delivered in the presence of J. P. Gundy *(seal)*

Frank L. Webster.

State of Kansas, Douglas County, ss.

Be it Remembered, That on this Second day of November A.D. eighteen hundred and Eighty Five before me, the undersigned, as in and for said County and State, came J. P. Gundy (an unmarried man) who is 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 his 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.

(L.S.)

My Com. Expires July 31st 87.

John L. A. Norton
Notary Public
Douglas County, Kansas