

amount of said interest such sums as may have been previously paid on account of interest, so that the total amount of interest from date of note to date of payment shall not be in excess of twelve per cent. per annum.

Sixth. Said party of the first part hereby agrees that if the makers 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 become due, or to conform or comply with any of the foregoing conditions or agreements, the said party of the second part, or the legal holder hereof, shall have immediate possession of the premises hereinbefore described, and all the rents, profits and emblements thereof, and the whole sum of money hereby secured shall, at the option of the legal holder hereof, become due and payable at once, without notice.

And the said party of the first part, for said consideration, does hereby expressly waive an appraisal 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 and released of record at the proper cost of said party of the first part, otherwise of full force and virtue.

In Testimony Whereof. The said party of the first part have hereunto subscribed their names and affixed their seals, on the first day of October A.D. 1885.

Executed and delivered in presence of  
L. S. Steele.

John P. Gregory JS  
Margaret E. Gregory ES

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 31<sup>st</sup> day of October A.D. Eighteen Hundred and Eighty-five, before me, the undersigned, a Notary Public in and for said County and State, came John P. Gregory and Margaret E. Gregory his wife personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged