

costs and expenses incurred in collecting said insurance; or may elect to have building repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth: Said parties of the first part hereby agree 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 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 appraisement of said real estate, and all benefit 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 and Delivered Emmert E. Hornor (Seal)
in presence of- Levi Hornor (Seal)
J. C. Clark

State of Kansas,
Douglas County, ss.

Be it Remembered, That on this Sixth day of May A.D. Eighteen Hundred and Eighty Six before me, the undersigned, a Notary Public in and for said County and State,