

hereby secured, interest at the rate of 12 per cent per annum computed annually, on said principal note, from the date thereof to the time when the same shall be actually paid in full, first deducting from the 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 12 per cent. per annum.

Sixth: 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, within ten day after the same becomes 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 herein before 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, and at its option only, 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 of May A.D. 1886.

Executed and Delivered in Presence of Mary W. Hearness
Geo A. Banks James C. Hearness

State of Kansas, Douglas County, St:

Be it Remembered, That on this 26th day of May A.D. Eighteen Hundred and Eighty Six before me, the undersigned, a Notary Public in

The following is indexed on the original instrument
D. W. C. Beardsley, the mortgage within named. hereby acknowledges, complete satisfaction of the debt by the within mortgage secured, and hereby authorizes the Register of Deeds of Douglas County Kansas, to discharge said mortgage of record. Dated this 29th day of May A.D. 1891