

final judgment for any statutory lien claims, including all costs; and for the repayment of all money so paid, with interest thereon from the time of payment, at the rate of twelve per cent. per annum, payable semi-annually, these presents shall be a security in like manner and with like effect as for the payment of said bond and interest coupons.

Tenth. The said first party agrees that if the maker of said note shall fail to pay any of said money, either principal or interest, within thirty day after the same becomes due, or to conform or comply with any of the foregoing covenants, the whole sum of money herein secured may, at the option of the holder of the note hereby secured and at their option only, and without notice, be declared due and payable; and this mortgage may thereupon be foreclosed immediately for the whole of said money, interests and costs, together with statutory damages in case of protest, and said second party, or any legal holder hereof, shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect the rents, issues and profits thereof. For value received, the said party of the first part do hereby expressly waive an appraisement of said Real Estate, should the same be sold under execution order of sale, or other final process, and do further waive all benefits of the stay, valuation or appraisement laws of the State of Kansas; and do further agree that the contract embodied in this mortgage and note secured hereby, shall, in all respects, be governed, construed and adjudged according to the laws of Kansas, where the same is made. The foregoing covenants being performed, this conveyance to be void, otherwise of full force and virtue.

The borrower has the option of paying \$1,000 of principal or any multiple thereof whenever an interest coupon matures on or after July 1st 1889.

For Testimony Whereof, the said party of the first part have hereunto set their hand this Tenth day of June eighteen hundred and eighty

See record 1909