

the payment of the debt hereby secured; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder hereof, may deliver said policies to said party of the first part; and require the collection of the same, and payment made of the proceeds as above mentioned. Fifth: Said party of the first part hereby agree that in default of the payment of any sum hereby secured, when the same is due, or in default of the specific performance of any covenant herein contained, said party of the second part, or the legal holder hereof, shall be entitled to have and recover of and from the makers of the note hereby secured, interest at the rate of twelve percent per annum, on said principal note, from the date of said default in payment or default in the performance of any specific covenant herein contained, to the time when the same shall be actually paid in full.

Sixth: Said party 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 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 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 parties of the first part, for said consideration, do hereby expressly waive an appraisement of said real estate, and all benefits of the homestead 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 party of the first part have hereunto subscribed their names and affixed their seals on the second day of August A.D. 1876.

Executed and delivered

in presence of

H. H. Howard.

Louisa A. B. Steele 

Lewis S. Steele 

State of Kansas) ss.
Douglas County)

Be it remembered, That on this 28th day of August A.D. Eighteen Hundred and Eighty six before me, the undersigned a Notary Public in and for said County and State came Louisa A. B. Steele and Lewis S. Steele her husband, who are personally known to me to be the identical persons described in, and who ex-

The following is enclosed on the original instrument.
For value received The Hopewell Safe Deposit and Trust Company.
According to the National Loan and Trust Company books or records.

Recorded Aug 24 1904.
C. W. Smith