

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 maker 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 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, become due and payable at once, without notice.

And the said party of the first part, for said consideration, does 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 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 has hereunto subscribed his name and affixed his seal, on the first day of December A.D. 1886

Executed and Delivered

Thomas H. Kennedy [L.S.]

in presence of

J. H. Blythe

State of Kansas, Douglas County, ss:

Be it Remembered, That on this 20 day of December A.D. Eighteen Hundred and Eighty six, before me, the undersigned, a Notary Public, in and for said County and State, came Thomas H. Kennedy (widower) personally known to me to be the identical person described in, and who executed the foregoing mortgage deed, and