

issuing note of said party of the first part, bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect.

The said first party, for himself, his heirs, assigns, executors or administrators, covenants and agrees with the second party that he is lawfully seized of above described premises, and has good right to convey same; that he will not commit or suffer waste on said premises; that he will pay all taxes and assessments levied upon said real estate before same become delinquent, that he will, at once, without delay, cause the buildings upon said premises situate, to be insured or re-insured against loss by fire, in amount of \$ (the insurance company or companies to be subject to approval of second party), and he will continue and maintain such insurance without intermission so long as the note hereby secured remains unpaid, and shall deliver the policy or policies properly assigned or pledged to said second party, and in the event of loss said second party shall have power to collect such policy or policies and apply the proceeds thereof to the payment of the debt herein secured; that if the maker of the ^{note hereby secured} shall fail to pay either principal or interest within thirty days after due, or shall fail to perform any of the covenants herein stipulated, the note herein secured may thereupon, at the option of the holder, and his option only, without notice, be declared due and payable, and this mortgage may thereupon be foreclosed; that in case of default in the performance of any covenant herein stipulated, he will pay interest on the note herein secured, at the rate of 12 per cent. per annum from date thereof until the final payment; that he hereby waives all benefit of the stay, valuation and appraisement laws of the State of Kansas.

Signed this 19th day of Oct. A. D. 1887

Evelyn F. Thomas

Orvin W. Thomas

By Evelyn F. Thomas his Attorney

State of Kansas }
Douglas County } ss.

On this 23rd day of October A. D. 1887, before me, the undersigned, a Notary Public in and for said County, personally came Evelyn F. Thomas for herself and Orvin W. Thomas her husband by said Evelyn F. Thomas his attorney in fact to me personally known to be the identical persons whose names are affixed to the above instrument as grantors, and severally acknowledged the execution of the same to be their voluntary act and deed, for the