

insurance, and the residue to 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 parties of the first part, and require the collection of the same, and payment made of the proceeds as above mentioned.

Fifth. Said parties 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 per cent. per annum, on said principal note, from the date thereof until paid.

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, when 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 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 said parties of the first part for said consideration do hereby expressly waive an appraisement of said real estate, and all benefits 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 second day of May A. D. 1887.

Executed and delivered in presence of

Frank A. Boane

Peter Bell.

Laura A. Boane [L. S.]

Levi A. Boane [L. S.]

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 24th