

or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

And the said parties of the first part, for said consideration, does hereby expressly waive an appraisalment of said real estate, and all benefits of the Homestead, Exemptions and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.

Sixth: In case of default of payment of any sum hereinafter covenanted to be paid, or in default of performance of any covenant herein contained, the said first parties agree to pay, to the said second party and its assigns, interest at the rate of twelve per cent. per annum, computed annually on said principal note, from the maturity thereof to the time when the money shall be actually paid.

In Testimony Whereof, The said parties of the first part have hereunto subscribed their name, and affixed their seal, on the day and year above mentioned.

Executed and delivered in the presence of:

L B Bodwell

E W Popping

J. M. Smith Real

Marinda Smith Real

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 22nd day of July A. D. Eighteen Hundred and Eighty seven before me, the undersigned, a Notary Public in and for said County and State, came J. M. Smith and Marinda Smith his wife who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

R. S.

A. G. Pasley - N P

Douglas County, Kansas

My Commission exp. Sept 67-

1889

Recorded July 27, 1887 at 9²⁰ O'clock A.M.

B. A. Horne Register of deeds.