

annually after maturity and until the same is fully paid, according to the tenor and effect of the One promissory note of said party of the first part, bearing corollate 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 \$400 (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, & 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, & his option only, without notice, be declared due and payable, & 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 1st day of March A.D. 1888

in presence of
 Geo A. Banks
 Jno C. Keith
 State of Kansas
 Douglas County } ss.

Aaron H. Foote.

Sele M. Foote.

On this 1st day of March A.D. 1888, before me, the undersigned, a Notary Public in and for said County, personally came Aaron H. Foote and Sele M. Foote his wife 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 purpose therein expressed.

In Testimony whereof, I have hereunto set my hand and affixed my Notarial Seal, at Lawrence Kansas, on the day and date last above written.