

collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; 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 or holders of said note, may deliver said policy to said parties of the first part, & require the collection of the same, and payment made of the proceeds last above mentioned.

Fifth: 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 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, do hereby expressly waive an appraisement of said real estate, and all benefit of the Homestead Exemption & 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 name, and affixed their seals, on the day and year above mentioned.

Executed & Witnessed in presence of

T. C. Clark.

William Griffith

[Seal]

Hannah Griffith

[Seal]

State of Kansas }
Douglas County } ss.

We do Remember, That on this Seventh day of March A.D. Eighteen Hundred and eighty eight before me, the undersigned, a Notary Public in and for said County & State, came William Griffith and Hannah Griffith husband & wife who were 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.

[Seal]

T. C. Clark, Notary Public

Douglas County, Kansas.

My commission expires Oct 11th 1888

Recorded March 7, 1888 at 4.07 o'clock P.M.

James Brooks
Register of Deeds