

insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said parties of the second part or the legal holder or holders of said note may deliver said policy to said parties of the first part and require the collection of the same and payment made of the proceeds as last above mentioned.

Fifth Said parties of the first part hereby agree that if the maker 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 does hereby expressly waive an appraisement of said real estate and all benefit 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.

Sixth In case of default of payment of any sum herein 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 percent 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 names and affixed their seal on the day and year above mentioned.

Executed and delivered in the presence of

E. H. Topping

L. B. Bodwell

David G. Kennedy 

Elizabeth Kennedy 

State of Kansas Douglas County S.S.

Be it remembered that on this 13<sup>th</sup> day of March A.D. eight-hundred and eighty-eight before me the undersigned a Notary Public in and for said County and State came David G. Kennedy and Elizabeth Kennedy 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



J. F. Preslaw Notary Public

Baldwin Douglas County Kansas

Comm Exp Nov. 22. 90

Recorded March 14<sup>th</sup> 1888 at 9<sup>30</sup> A.M.

James Brooks Register of Deeds.