

lection 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 notes 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 notes 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 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, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first parties agree to pay to the said second party, and her assigns interest at the rate of 12 per cent. per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 12 per cent. per annum.

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

Henry C. Wilson (seal)

Saura Wilson (seal)

State of Kansas, Shawnee County, ss:

Be it Remembered, That on this 25th day of January A.D. Eighteen Hundred and eighty nine before me, the undersigned, a Notary Public in and for said County and State, came Henry C. Wilson and Saura Wilson 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.

E. B.

E. W. Benedict N. P.

Comm. expires Feb. 25/92

Shawnee County, Kansas.

Recorded Jan. 26. 1889 at 5 o'clock P. M.

James B. B. Registrar of Deeds.