

and other improvements upon said premises in as good repair and condition as the same now are, and abstain from the commission of crop or waste on said premises until the whole sum hereby secured is fully paid.

Fifth: It is further expressly agreed that in case of default in the payment of said bond or any part thereof or any of the sums of money to become due as herein specified according to the tenor and effect of said bond, or in case of the breach by the said party of the first part of any of the covenants or agreements herein mentioned, then the bond secured hereby shall bear interest at the rate of twelve per cent. per annum from its date, and this conveyance shall become absolute and the party of the second part be at once entitled to the possession of the above described premises, and to have and to receive all the rents and profits thereof, and the said bond with interest accrued thereon, and all money which may have been advanced and paid by the said second party with the aforesaid interest thereon shall, at the election of said second party thereupon each and every one of them become and be at once due and payable.

And the said party of the first part, for said consideration hereby expressly waives an appraisement of said real estate, and all the benefits of the Homestead Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void, and satisfaction endorsed hereon by the legal holder which shall be entered of record at the cost of the said party of the first part, otherwise to remain in full force and virtue.

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

Owen A. Bassett

[Signature]

Josephine E. Bassett

[Signature]

State of Kansas

County of Douglas } ss.

Be it Remembered That on this Ninth day of February A.D. eighteen hundred and eighty nine before me, a Notary Public in and for said County and State came Owen A. Bassett & Josephine E. Bassett husband & wife to me personally known 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 the day and year last above written

My commission expires March 26th 1899

Recorded Feb. 11, 1879 at 1⁴⁵ o'clock P. M.

W. G. Neill

Notary Public

[Signature]

Register of Deeds