

and payment made of the proceeds as above mentioned.

Fifth. Said parties of the first part hereby agree that in default of the payment of any sum hereby secured when the same is due, or in default of the specific performance of any covenant herein contained, said party of the second part or the legal holder hereof, shall be entitled to have and recover, of and from the makers of the note hereby secured, interest at the rate of twelve percent per annum, on said principal note, from the date thereof until paid.

Sixth. 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 said party of the second part or the legal holder hereof, shall have immediate possession of the premises hereinbefore described, and all the rents, profits, and emblements thereof, and the whole sum of money hereby secured shall, at the option of the legal holder 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 appraisalment of said real estate, and all benefits 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.

In Testimony Whereof The said parties of the first part have hereunto subscribed their names, and affixed their seals on the first day of April A.D. 1887.

O. W. Kidwell (L. L.)

Ella B. Kidwell (L. L.)

State of Kansas, Shawnee County, ss.

Be It Remembered That on this 5th day of April A.D. Eighteen hundred and eighty Nine before me, the undersigned a Notary Public in and for said County and State, came O. W. Kidwell & Ella B. Kidwell 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

Commission expires Oct. 17th 1892

Notary Public

Recorded April 5, 1887 at 9 o'clock A. M.

James B. Wood

Register of Deeds.