

taxes, assessments, and insurance premiums; and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner at the principal debt hereby secured, with interest thereon at the rate of Twelve per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums, or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues, and profits thereof.

Third: Said parties of the first part hereby agree to keep all buildings, fences, and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth:

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 any day 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 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.

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.

Executed & delivered in presence of

Attest. J. A. Julien

J. W. Gibson

Michael Dyer (Real)

Catherine M. Dyer (Real)

State of Kansas, Johnson County, ss.

Be it Remembered, That on this 10th 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 Michael Dyer 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 own voluntary act and deed.

In Testimony Whereof I have hereunto subscribed my name and affixed my