

refuse to pay and charge them against said party of the first part and the amounts so charged shall be an additional lien upon the said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured, together with interest at the rate of twelve per cent per annum, payable annually, until fully paid and discharged; but whether the party of the second part elect to pay such taxes, assessments and insurance or not, it is distinctly understood that in all cases of delinquencies as above enumerated then, in like manner the said note and the whole of the said sum, shall immediately become due and payable, and the said mortgagee or his assigns may immediately cause this mortgage to be foreclosed, and shall be entitled to the immediate possession of the premises and the rents, issues and profits thereof. And the said party of the first part, shall and will at her own expense, from this time until paid notes and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the buildings erected and to be erected on said lands, incurred to the amount of Eighteen hundred Dollars, to the satisfaction of the mortgagee or his assigns, in one Insurance company duly authorized to do business in this state for the benefit of the party of the second part, and his assigns, who shall have possession of all the policies of insurance and all renewal receipts thereof. And the said party of the first part hereby waives all benefits of the stay, valuation or appraisement laws of the State of Kansas.

In witness Whereof The said party of the first part hath hereunto set her hand and seal the day and year first above written by her duly authorized attorney in fact.

Mary J. Smith
by Wm. G. Sinclair
her attorney in fact

(seal)
(seal)
(seal)

State of Kansas } ss:
County of Douglas }

Be it remembered, That on this 1st day of January A.D. 1859 before me a Notary Public in and for the County and State aforesaid, came Wm. G. Sinclair, attorney in fact for Mary J. Smith (Single) who is personally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In witness Whereof I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires Sept 5 1859
Recorded May 5, 1859, at 3rd o'clock P.M.

James Brooks
Notary Public

James Brooks
Register of Deeds