

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 ten per cent. per annum from date that it shall become due, 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 moneys 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 it is further agreed that if the debt secured by this mortgage, or any portion thereof, shall be reduced to judgment, such judgment shall draw interest at the rate of ten per cent. per annum, and that the contract embodied in this mortgage and bond secured hereby, shall in all respects be governed, construed and adjudged according to the laws of Kansas, where the same is made. The foregoing covenants being performed this conveyance to be void; otherwise of full force and virtue.

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

E. D. Phillips

Augusta A. Phillips



State of Kansas
County of Douglas } ss.

Be it Remembered, That on this Eighth day of October A. D. Eighteen hundred and eighty nine before me, a Notary Public in and for said County and State, came E. D. Phillips and Augusta A. Phillips husband and wife to me personally known to be the identical persons described in and who executed the foregoing mortgage deed and duly acknow-

The foregoing is signed on my notary seal by E. D. Phillips and Augusta A. Phillips, husband and wife, to me personally known to be the identical persons described in and who executed the foregoing mortgage deed and duly acknowledged.