

the covenants, conditions, stipulations, and agreements herein to be kept and performed, or if said first party shall give notice of intention to make payment before due, as hereinbefore provided, and payment in accordance with such notice is not made, the whole sum of money hereby secured shall become due and collectible at once, at the option of the second party, and this Mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice.

And it is expressly agreed and stipulated that in the event the debt secured by this Mortgage shall not be paid when due by the terms of said bond or promissory note, or when it shall become due by reason of the breach of any of the conditions of this Mortgage, it shall bear interest at the rate of ten per cent per annum from the date hereof, and the holder thereof shall recover principal and ten per cent. interest per annum thereon from the date hereof, and shall recover for all moneys paid for taxes and insurance as aforesaid, and for all moneys paid to extinguish or release any prior or outstanding title or lien on said premises, and ten per cent interest thereon, less any amount which may have been paid as interest on said indebtedness, and each and all of said sums which said holder is so entitled to recover may be included in any judgment rendered in any suit instituted for the foreclosure of this Mortgage.

And it is further agreed and stipulated that in the event of the failure to pay any of the said sums of money, or any part thereof, as above provided, the said second party, or assigns shall be at once entitled to and may, at his option, by himself or agent, take immediate possession of said property, and rent or cultivate the same, and shall account to said first party only for the net profits thereof. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

Appraisal Waived.

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

George Stuart

Frances E. Stuart

(Seal)

(Seal)

State of Kansas
Douglas County, ss.

Be it Remembered, That on this 7 day of Sept. A.D. 1889, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came George Stuart husband of Frances E. Stuart who is personally