of the same, and payment made of the proceeds as last above mentioned.

Fifth. 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 whole sum of money hereby secured shall, at the option of the legal holder or holders 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 appraisement 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.

Sixth. In case of default of payment of any sum herein covenanted to be paid, or in default of performance of any covenant therein contained, the said first parties agree to pay to the said second party and its assigns interest at the rate of ten per cent per annum, computed annually, on said principal note from the maturity thereof to the time when the money shall be actually paid.

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 and delivered in the presence of

C. W. Parkinson

Jessee Rittenhouse (Seal)

Alma V. Rittenhouse (Seal)

State of Kansas
Franklin County } ss.

Be it Remembered, That on this 30th day of September A.D. Eighteen Hundred and Eighty Nine before me, the undersigned, a Notary Public in and for said County and State, came Jessee Rittenhouse and Alma V. Rittenhouse 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.

My notarial commission expires Nov. 13th 1890.

(N. P.)

Chas W Parkinson
Franklin County, Kansas.

Recorded Oct. 17, 1889 at 9 40 o'clock A. M.

James Brooks
Register of Deeds.