

the payment of any sum hereby secured, within ten days after the same becomes due, or in default of the specific performance of any covenant herein contained, said party of the second part, or the legal holder hereof, shall be entitled to have and recover of and from the makers of the note hereby secured interest at the rate of ten (10) per cent. per annum, computed annually, on said principal note, from the date of such default to the time when the same shall be actually paid in full.

Sixth: 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, within ten days after the same becomes due, or to conform or comply with any of the foregoing conditions or agreements, the said party of the second part, or the legal holder hereof, shall have immediate possession of the premises hereinbefore described, and all the rents, profits and emblements thereof, and the whole sum of money hereby secured shall, at the option of the legal holder hereof, and at its option only, 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 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 first day of September A.D. 1889.

Witness my hand and seal in presence of

John T. Johnson
E. A. Mick

Wm. R. Foster (S. L.)

Mary C. Harness (S. L.)

James V. Harness (S. L.)

State of Kansas, Deage County, ss.

Be it Remembered, That on this 4 day of October A.D. eighteen hundred and eighty nine, before me, the undersigned, a Notary Public in and for said County and State, came Wm. R. Foster who is personally known to me to be the identical person described in and who executed the foregoing Mortgage Deed, and duly acknowledged the execution of the same to be his 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.



C. L. Martin

Notary Public

Commission expires Sept. 5, 1891.

The State of Ohio, Ross County, ss.

Be it remembered, that on this 8th day of October A.D. Eighteen hundred and Eighty nine before me the undersigned a Notary Public in & for said County