

First Mortgage Real Estate Note, numbered One executed and delivered by the said Abigail & Alpheus Benjamin bearing date March First 1890 and payable to the order of the said Basil Hardisty, five years after date at his Residence Osage County, Kansas with interest thereon from date until maturity at the rate of Eight percent per annum, payable semiannually on the first days of September and March in each year, and Ten percent per annum, after maturity, the installments of interest being further evidenced by Interest Notes or coupons attached to said principal note, and of even date therewith, and payable to the order of said Basil Hardisty at his Residence Osage County, Kansas.

Second: Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may, without notice declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments, and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of Ten percent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third: Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

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 benefit of the Homestead, Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void.