

the time the said sum or sums of money may have been respectively so advanced and paid, until the same are repaid, and all of which said sum or sums of money, and the interest to accrue thereon, shall also be a charge upon said premises, and shall be secured by this instrument in the same manner as the said principal sum payable by the said bond is secured thereon.

It is further 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 herein specified, according to the tenor and effect of said bond or in the case of the breach by the said party of the first part of any of the covenants or agreements herein mentioned by said first party to be performed, then, and in that case, the bond secured hereby shall bear interest at the rate of ten per centum per annum from date, and this conveyance shall become absolute and the party of the second part be at once entitled to the possession of the said above described premises, and to have and receive all the rents and profits thereof. And the said bond with interest accrued thereon and all the moneys which may have been advanced and paid by the said second party, with the aforesaid interest thereon, shall thereupon, each and every one of them, become and be at once due and payable.

Appraisement hereby waived or not, at the option of the said second party. The first party agree to pay the charges for entering satisfaction of this mortgage upon the records.

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

Wilbur M. Hayes

[seal]

Alice M. Hayes

[seal]

State of Kansas,
Douglas County, } ss.

I, A. E. Saxey, a Notary Public in and for said County and State, do hereby certify that on this 24th day of July A.D. 1890, personally appeared before me Wilbur M. Hayes and Alice M. Hayes his wife to me personally known to be the identical persons who executed and whose names are affixed to the foregoing mortgage as grantors, and acknowledged the execution of the same to be their voluntary act and deed.

I was qualified as a Notary Public on the 10th day of April A.D. 1890, and my term of office as such expires on the 10th day of April A.D. 1894.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

A. E. Saxey

A. E. Saxey Notary Public

Recorded July 24, 1890 at 3 o'clock P.M.

James Brooks

Register of Deeds