

and party, or any legal holder hereof, shall at once upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect the rents, issues and profits thereof. For value received, the said party of the first part do hereby expressly waive an appraisement of said real estate, should the same be sold under execution, order of sale or other final process, and do further waive all benefits of the stay, valuation or appraisement laws of the State of Kansas; and do further agree, that the contract embodied in this mortgage and bond secured hereby shall in all respects be governed, construed and adjudged according to the laws of Kansas where the same is made. The foregoing covenants being performed, this conveyance to be void, otherwise of full force and virtue.

In Testimony Whereof The said party of the first part have hereunto set their hands, this twenty six day of April Eighteen Hundred and Ninety two.

Solon O. Thacher

Sarah Y. Thacher

State of Kansas, Douglas County, ss.

Be it Remembered that on this third day of May A.D. Eighteen Hundred and Ninety two before me, the undersigned a Notary Public in and for said County and State, came Solon O. Thacher and Sarah Y. Thacher 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.

S. Y. Haiger

Notary Public, Douglas County Kansas.

Residence Lawrence, Kansas.

Commission dated May 22nd 1888

Expires May 22nd 1892

Recorded May 3 1892 at 5²⁵ o'clock P.M.

James Borock

Register of Deeds

Know all Men by these Presents, that Solon O. Thacher and Sarah Y. Thacher his wife of Douglas County Kansas party of the first part, in consideration of the sum of fifteen thousand Dollars, in hand paid by James L. Lombard party of the second part, do hereby sell and convey unto the said James L. Lombard, the following described premises, situate in the County of Douglas and State of Kansas to wit: West half and southeast quarter and west half northeast quarter of section nine (9)

The Plat. 29 Page 219 of Release