

to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said party of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said party of the first part hereby agree that if the maker 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 to 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 party of the first part, for said consideration, does 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 party of the first part has hereunto subscribed her name, on the day and year above mentioned.

Executed & delivered in presence of

N. M. Forbes

Elizabeth Mitchell

State of Kansas, Shawnee County, ss.

Be it Remembered, That on this 9th day of April A.D. Eighteen Hundred and ninety five before me, the undersigned, a Notary Public in and for said County and State, came Elizabeth Mitchell a Widow 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 her voluntary act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year above last written.

E. B.

N. M. Forbes Notary Public
Shawnee County, Kansas

My Com. Expires Nov. 19, 1895

Recorded April 18, 1895 at 9 o'clock P.M.

James Brooks
Register of Deeds