assigns, interest at the rate of ten per cent. per annum upon said principal sum of Seven hundred dollars, from the time when the same was advanced and loaned by the party of the second part, and interest shall be so computed, and any payment made on account of interest shall be credited in said computation so that the total amount of interest collected shall be and not exceed the legal rate of ten per cent. And said parties of the first part hereby agree to procure and maintain policies of insurance on said above-described premises, in such insurance company as said party of the second part shall elect, in the sum of five hundred dollars, provided that every policy of insurance on the above-described premises herein conveyed shall be held by the party of the second part, or the legal holder of said note, as collateral and additional security for the payment of the same, and the interest to accrue thereon, as well as for the repayment of all such sum or sums of money as may be advanced and paid as aforesaid; and the person or persons so holding any such policy shall have the right to collect and receive any and all moneys which may at any time become collectible and receivable thereon, and apply the same when received to the payment of all the sums above mentioned, together with any costs or expenses incurred in collecting said insurance. Said party of the second part, or the legal holder of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds at last above-mentioned. All appraisement and stay laws are hereby expressly waived; but it is agreed that it shall be at the option of the holder of the note hereby secured to avail themselves of this waiver or not, as they may elect at the time judgment of foreclosure is entered, should this mortgage be foreclosed. And the said parties of the first part, for themselves and their heirs, executors and administrators, covenant to and with the said party of the second part, that the said parties of the first part are lawfully seized in fee of the premises hereby conveyed, and that they have good right to sell and convey the same as aforesaid; that the said premises are free and clear of all incumbrances; that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whatsoever. In testimony whereof, the said parties of the first part have hereunto set their hands and seal the day and year first above written.

Attest:

Ida M. Welch (seal)
Philip C. Welch (seal)

State of Kansas }
Douglas County } S.S. Be it remembered that on this 16th day of December A. D. 1899, Ida M. Welch, and her husband, Philip C. Welch, who are personally known to the undersigned F. J. Savage, a Notary Public in and for the county and state aforesaid, to be the identical persons who executed and whose names are subscribed to the foregoing deed as having executed the same, came before me and acknowledged the same to be their voluntary act and deed for the purpose therein expressed, and expressly waived and released all right, claim, benefit, privilege and exemption under any and all homestead exemption, appraisement and stay laws, so-called, and that they did not wish to retract the same. In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(L.S.)

F. J. Savage, Notary Public.

Commission expires Nov. 22, 1902.

Recorded December 19" A. D. 1899, at 10⁴⁵ o'clock, A. M.

G. G. Foxman
Register of Deeds