

payable thereby, or any installment of interest thereon, shall become due and payable as aforesaid, all and every such sum or sums of money as may have been paid by them, or any of them for taxes and assessments, or for premiums and costs of insurance, or on account of, or to extinguish or remove any prior or outstanding titles, ^{liens} claims or incumbrances on the premises hereby conveyed, with the aforesaid interest thereon, then, and in such cases, this deed shall remain in full force and virtue, and the said promissory note, with the interest accrued thereon, with costs of protest and protest damages as provided by law, and all moneys which may have been advanced and paid by the said party of the second part, or the legal holder of said note aforesaid, with the aforesaid interest thereon, shall thereupon each and every one of them, become and be presently due and payable (and this mortgage may be immediately foreclosed) at the option of the said party of the second part, or the legal holder of said note, and the said party of the second part, or the legal holder of said note, shall become and be at once entitled to the possession of the above described premises, and to have and receive all the rents and profits thereof. And in case of default of the payment of any interest coupon herein covenanted to be paid for the period of ten days after the same becomes due, or in default of performance of any covenant herein contained, the said parties of the first part agree to pay to the party of the second part, or her administrators or assigns, interest at the rate of ten per cent per annum upon said principal sum of One Thousand 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 payments 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. All appraisement and ^{by} 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:

Phillip A. Simmons (s.c.B.)
 Emma Simmons (s.c.B.)

State of Kansas }
 Douglas County } s.s. Be it remembered, that on this 19th day of December A.D. 1899, Cornelius P. Simmons, and her wife, Emma Simmons, who are personally known to the undersigned, a Justice of the Peace of Warren Township 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