

shall be held by the party of the second part or the legal holder or holders hereof as collateral and additional security for the payment hereof.

Fourth: Said party of the first part hereby agree to keep all buildings fences and other improvements upon said premises in as good repair and condition as the same now are and abstain from the commission of strip or waste on said premises until the whole sum hereby secured is fully paid.

Fifth: It is further expressly agreed that in case of default of 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 then the bond secured hereby shall bear interest at the rate of twelve per cent. 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 above described premises and to have and to receive all the rents and profits thereof and the said bond with interest accrued thereon and all moneys which may have been advanced and paid by the said second party with the aforesaid interest thereon shall at the election of said second party thereupon each and every one of them become and be at once due and payable. And the said party of the first part for said consideration hereby expressly waives an appraisement of said real estate and all the benefit of the Homestead Exemption and Stay Laws of the State of Kansas. The foregoing conditions being performed this conveyance to be void, otherwise to remain in full force and virtue.

In Testimony Whereof The said party of the first part have hereunto subscribed their names and affixed their seals on the day and year first above written.

Ernest S. Pearson

Edith S. Pearson

State of Kansas } ss.
County of Douglas }

Be it Remembered That on this 30th day of November A.D. one thousand eight hundred and eighty two before me a Notary Public in and for said County and State came Ernest S. Pearson and Edith S. Pearson husband and wife, to me personally known 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 the day and year first above written.

L. K. Perkins,

My Commission expires Aug. 16th 1884

Recorded November 3rd 1882 at 4⁴⁵ O'clock P.M.

Notary Public
Laurens Douglas County Kan.

W. H. Arnold

Register of Deeds.