

fragment 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 obtain from the commission of stump 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 in the payment of said bond or any part thereof or any of the sums of money to become due herein specified according to the terms 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 becomes 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

Attest: F. M. Perkins

Hannibal <sup>his</sup> Rohe {Seal}

Belle Boynton

Mate <sup>her</sup> Rohe {Seal}

State of Kansas County of Douglas ss.

Be it Remembered That on this nineteenth day of September A. D. eighteen hundred and eighty three before me a Notary Public in and for said County and State came Hannibal Rohe & Mate Rohe husband & 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