

date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fifth. Said party of the first part hereby agrees 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 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 appraisalment of said real estate, and all benefits of the homestead exemption and stay laws of the State of Kansas. The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

Sixth. In case of default of payment of any sum herein covenanted to be paid for the period of thirty days after the same becomes due, or in default of performance of any covenants herein contained, the said first party agree to pay to the said second parties and their assigns, interest at the rate of Ten per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. 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 per annum.

In Testimony Whereof, The said party of the first part has hereunto subscribed her name and affixed her seals on the day and year above mentioned.

Emma N. Cummings. (SEAL)

State of Kansas, Douglas County, SS:

Be It Remembered, That on this 9th day of October A.D. nineteen hundred and Seven (1907) before me, the undersigned, a Notary Public in and for said County and State, came Emma N. Cummings, 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 Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Com. expires Nov. 8- 1910. (SEAL) Frank E. Banks, Notary Public,  
Douglas County, Kansas.

Recorded Oct. 9 A.D. 1907 at 2.35 P.M.

*Wm. Armstrong* Register of Deeds.  
*By Eric C. Armstrong* Deputy.