

Fifth.- Said parties of the first part hereby agree that if the makers 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 parties of the first part, for ~~XXXXXX~~ said consideration, do hereby expressly waive an appraisal 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; other wise of full force and XX 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, ~~XXX~~ <sup>first</sup> the said parties agree to pay to the said ~~XXXXXX~~ <sup>first</sup> second party and its assigns, interest at the rate of 10 per cent per annum, computed annually on said principal note, from the date of default thereof to the time when the money shall be actually paid. 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 10 per ~~XX~~ <sup>XX</sup> Cent per annum.

In Testimony Whereof, the said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Executed and delivered in presence of S. C. Emley (SEAL)  
C. H. Tucker Lolage Hall Emley (SEAL)

State of Kansas, Douglas County, SS. Be it Remembered, That on this 20th day of September A.D. nineteen hundred and nine before me, the undersigned a Notary Public, in and for said County and State, came S. C. Emley and Lolage Hall Emley husband and wife who are personally known to me 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 on the day and year last above written.  
My commission expires April 10th 1911

(SEAL) A. P. Flinn, Notary Public, Douglas County, Kansas  
Recorded Sept 20th A. D. 1909 at 11.15 A. M.

*Floyd L. Lawrence*  
Register of Deeds.

This Indenture made this 1st day of July in the year of our Lord one Thousand nine hundred and nine by and between Ralph W. Cone and Mabel S. Cone his wife of the County of Douglas and State of Kansas, parties of the first part, and The State Savings Bank Topeka Kans. a corporation, party of the second part Witnesseth, That the said parties of the first part

The following is endorsed on the original instrument.