

satisfaction of the legal holder or holders of this mortgage, to the amount of Four Thousand Dollars, less if any, payable to the mortgagee or its assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first and require the collection of the same and payment made of the proceeds as last above mentioned. Should a renewal policy not be delivered to the second party immediately upon expiration of the former policy, said second party may insure the property immediately. 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 XM said consideration, do hereby expressly waive an appraisement 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 any covenant herein contained, the XM said first parties agree to pay to the said 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 XM total amount of interest collected shall be and not exceed, the legal rate of 10 per 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.

S. C. Emley (SEAL)
Lalage Hall Emley (SEAL)

State of Kansas, Douglas County, SS. Be it Remembered, that on this 27th day of Sept. 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 Lalage 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 XM 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 10 1911, (SEAL)
A. F. Plinn, Notary Public, Douglas County, Kansas.

Recorded Sept. 27th A.D. 1909 at 12 m.

Floyd L. Lawrence
Register of Deeds.