

payment made of the proceeds as last above mentioned. Should a renewal policy not be delivered to 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 ~~XXXXXX~~ payable at once without notice. And the said parties of the first part, for 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; otherwise of full force and virtue. Sixth:- In case of default of the payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of the performance of any covenant herein contained, the said first parties agree to pay to the said second party and its assigns interest at the rate of ten 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 ten 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.

Executed and delivered in presence of

C. H. Tucker

Byron B. Beery (SEAL)

Olivia D. Beery (SEAL)

State of Kansas, Douglas County, SS. Be it remembered, That on this 27th day of October A.D. nineteen hundred and nine before me, the undersigned, a Notary Public in and for said County and State, Came Byron B. Beery and Olivia D. Beery, husband and wife who are personall 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. F. Plinn, Notary Public, Douglas County, Kansas.

Recorded Oct. 27th A.D. 1909 at 4.15 P.M.

Floyd L. Lawrence
Register of Deeds.