

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 part\_\_ of the second part, or the legal holder or holders of said note, may deliver said policy to said part\_\_ of the first part and require the collection of the same and payment made of the proceeds as last above mentioned. Fifth Said parties of the first part hereby agree 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 become due, or the conform to 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 said consideration do hereby expressly waive an appraisal 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 of full force and virtue.

IN TESTIMON<sup>Y</sup> WHEREOF The said parties of the first part have hereunto subscribed their names on the day and year above mentioned.

M.F. Lienard

Estelle Reid Lienard.

STATE OF KANSAS, CLOUD COUNTY, SS. Be it Remembered that on this 14 day of September A.D. Nineteen Hundred Ten, before me the undersigned a Notary Public in and for said County and State, came M.F. Lienard and Estelle Reid Lienard, his 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 WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

My commission expires May 5, 1914. (SEAL) C.E. Emick Cloud County, Kansas.

RECORDED September 23, 1910 at 9.15 A.M.

*Lloyd L. Lawrence*  
Register of Deeds.