

this mortgage may thereupon be foreclosed, or said second party may elect to procure such insurance; and shall be entitled to collect the cost thereof, together with ten per cent per annum from said first part, and this mortgage shall stand as security for the amount so paid with interest. FIFTH The said first parties agree that if they shall fail to pay any of said money, either principal or interest, within thirty days after the same becomes due or is declared due, or shall fail to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money herein secured may thereupon without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, together with statutory damages in case of protest; and said second party or any legal holder hereof, shall forthwith, upon the filing of a bill for the foreclosure of this mortgage, be entitled to the immediate possession of said premises, and may at once take possession thereof, and receive and collect the rents issues and profits thereof. In the event of a foreclosure of this mortgage, this entire transaction shall be held, adjudged and construed to be a loan of Four Hundred Ten and 40/100 Dollars, with interest from the date hereof, at the rate of ten per cent per annum, payable monthly and all payments that have been made in excess of the interest shall be deemed and held to be payments on the principal, and shall be deducted therefrom, and the balance remaining unpaid, at date of default shall bear interest at the rate of ten per cent per annum until paid. For value received the said parties of the first part, do hereby expressly waive all benefits of the stay, valuation or appraisal laws of the State of Kansas, and do further agree that this mortgage and the notes secured thereby shall be governed, construed and adjudged according to the laws of the State of Kansas. The foregoing conditions being performed, this conveyance shall be void otherwise in full force and virtue. In Testimony Whereof The said parties of the first part have hereunto set their hands the day and year first above written.

Chester C. Gibbens

Flossie Gibbens

State of Kansas Douglas County, SS. Be it Remembered that on this 17th day of March A.D. 1911 before me the undersigned a Notary Public in and for said County and State, <sup>personally appeared:</sup> ~~came~~ Chester C. Gibbens, and Flossie Gibbens his wife, who are to me personally known to be the same persons 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 set my hand and attached my Notarial seal the day and year last above written.

My commission expires Feby 10, 1914. (SEAL)

Zella W. Iliff  
Notary Public.

RECORDED MARCH 18, 1911 AT 9.05 A.M.

*Floyd L. Lawrence*  
REGISTER OF DEEDS.