

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 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 said consideration do hereby expressly waive an appraisement of said real estate and all 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.

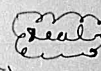
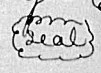
Sixth: In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenants herein contained, the said first parties agree to pay to the said second party and his assigns, interest at the rate of 12 per cent, per annum computed annually on said principal note from the date thereof to the time when the money shall be actually paid. Any payments 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 12 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 the presence of

Jacob Weldner

J. T. Kearns.

Jeremiah X Dwyer ^{his} ~~mark~~ 
Mary Dwyer 

State of Kansas Johnson County, ss.

Be it Remembered, That on this 14 day of August A.D. Eighteen Hundred and eighty four before me the undersigned a Notary Public in and for said County and State came Jeremiah Dwyer and Mary Dwyer his wife who being personally known to me to be the identical person described in and who