

wained; but they agree that it shall be at the option of the holder of the note hereby secured to avail himself of this waiver, or not as he may elect at the time judgment of foreclosure is entered should this mortgage be foreclosed. And the said parties of the first part for themselves and their heirs executors and administrators covenant to and with the said party of the second part that the said parties of the first part were lawfully seized in fee of the premises hereby conveyed and they have good right to sell and convey the same as aforesaid that the said premises are free and clear from all incumbrances that they will and their heirs executors and administrators shall forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whatsoever.

In Testimony Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Attest

L. H. Scott,

M. B. Pryor

Maggie Pryor





State of Kansas, Johnson County ss.

Be it Remembered That on this 17th day of November A.D. 1883 M. B. Pryor and Maggie Pryor his wife who are personally known to the undersigned, Notary Public in and for the County and State aforesaid to be the identical persons who executed and whose names are subscribed to the foregoing deed as having executed the same, came before me and acknowledged the same to be their voluntary act and deed for the purposes therein expressed and expressly waived and released all right claims benefit privilege and exemption under any and all homestead exemption appraisement and stay laws so called and that they did wish to retract the same.

In Witness Whereof I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Commission Expires Dec. 18/84

L. H. Scott

Recorded September 4th 1884 at 9th O'clock A.M.

A. J. Donald
Register of Deeds