

releasing and waiving all rights under and by virtue of the homestead Exemption Laws of the State of Kansas and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained. But it is Expressly Provided and Agreed, That if default be made in the payment of the said four promissory notes, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of said principal sum and interest, secured by the said four promissory notes in this mortgage mentioned, shall thereupon, at the option of the said mortgagee his heirs, executors, administrators, attorneys or assigns, become immediately due and payable; And this mortgage may be immediately foreclosed to pay the same by said mortgagee, his heirs, executors, administrator or assigns; And it shall be lawful for the said mortgagee his heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

Upon the filing of any Bill to foreclose this mortgage in any court having jurisdiction thereof, such court may appoint J. A. Clark or any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and costs herein mentioned and described. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and One Hundred dollars attorneys' or solicitors' fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the principal of said notes whether due and payable by the terms thereof or not, and the interest thereon.

Dated This 22nd day of November A.D. 1887

Edward Meloy [seal]