

immediately foreclose this mortgage, and cause the premises herein to be sold to satisfy the debts hereby secured. And in case of a default, and a foreclosure of this mortgage, and sale of the premises herein described, as above provided for, then the said mortgagee shall have possession of same, and a Receiver may be appointed to take possession of said premises for the purpose of applying the rents and profits thereof to the payment of the debt secured by this mortgage; which receivership shall continue from the date of such default until the premises shall be redeemed according to law, or until the time for such redemption shall expire.

Relief from any valuation or appraisement laws being especially waived.

It is further agreed as follows: Whereas, the said mortgagors are justly indebted to various parties as follows: First. To Russell & Metcalf in the principal sum of Five thousand (5000) Dollars, borrowed money, as evidenced by one promissory note dated the sixth day of July 1888, and bearing interest at the rate of 8% per annum extended and to mature and be due and payable on the first day of July 1897, the agreed maturity date which said note is secured by first mortgage on the premises and real estate herein conveyed.

Second. To The Phoenix Loan Association in the sum of Two hundred (200) Dollars, evidenced by one promissory note dated the 31st day of May 1893, bearing interest at the rate of 8% per annum, and to mature and be due and payable on the 31st day of May 1894, the agreed maturity date which said note is secured by a mortgage on the real estate and premises herein conveyed.

Third. To the Merchants National Bank of Lawrence in the sum of Twenty three Hundred & fifty Dollars, evidenced by various promissory notes, dated at various times, amounting in the aggregate to said sum of Twenty three Hundred & fifty Dollars which said notes bear interest at the rate of 8½% per annum, payable not oftener than quarterly each and every year. All of said notes are secured by a mortgage on the premises and real estate herein conveyed and to mature and become due and payable on the first day of September 1897 the agreed maturity date, this deed being executed subject to said three mortgages above described.

Now, therefore if the said mortgagors shall well and truly keep all the covenants aforesaid, and shall well and truly pay all sums of money herein provided to be paid, according to the true tenor of said note or obligation, or as otherwise provided for, then said mortgagee covenants and agrees to pay off and discharge said note and the interest on the same so given by the mortgagors to said Russell & Metcalf, The Phoenix Loan Association, the Merchants National Bank of Lawrence, and the property herein conveyed shall be released at the cost of the said mortgagors from the said first mortgage and this instrument. It is expressly understood and agreed that the Phoenix Loan Association only contracts to pay off the three mortgages above de-