

of this mortgage, and in the case of any waste or material diminution in the value of said premises, or if the same shall not be kept in good repair, or if the parties of the first part ^{shall fail to make all payments being due on the part of the second part} shall have the right upon proving the facts in any Court of competent jurisdiction to have a receiver appointed to take charge of said premises, rent the same and collect the rents and make all needful repairs, pay all taxes which are a charge upon said premises, and the residue of the rents and profits remaining after deducting the costs of said repairs, taxes and a reasonable compensation for the services of said Receiver, if any there be, shall be credited to said parties of the first part upon the indebtedness hereby secured; and in case foreclosure proceedings are commenced hereunder there shall be allowed to the party of the second part the necessary abstract fees for continuing the abstract of title to the date of the filing of the foreclosure petition, the same to be included in any decree of foreclosure of this mortgage.

Said parties of the first part, for said consideration, hereby expressly waive an appraisement of said real estate and all benefits of the homestead, exemption and stay laws of the State of Kansas.

The foregoing conditions being performed this conveyance shall be void and this mortgage discharged at the cost of the parties of the first part, otherwise to remain in full force and virtue.

In Testimony Whereof, Said parties of the first part have hereunto subscribed their names and affixed their seals the day and year first above written.

Signed in the presence of

E. E. Hopkins

Lida N. Eldridge

Frank R. Doane

State of Kansas

County of Douglas } ss.

Be it remembered, That on this 30th day of March A.D. 1895, before me, a Notary Public within and for said County and State came Lida N. Eldridge a widow and Frank R. Doane, unmarried, to me personally known to be the identical person described in and who executed the foregoing mortgage and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Commission Expires July 11, 1897



E. E. Hopkins

Notary Public

Recorded March 30, 1895 at 7⁴⁵ o'clock P.M.

James Brooks
Register of Deeds