

and bear interest at the rate of ten per cent per annum until paid; and the party of the second part shall be entitled to the immediate foreclosure of this mortgage; and in 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 herein provided, the party 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, make all needed repairs, and pay all taxes, and insurance premiums which are a charge upon said premises; and the residue of said rents and profits remaining after deducting the costs of said repairs, insurance taxes, and a reasonable compensation to said Receiver for his services, 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 said 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 the 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.

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

E. D. T. Phillips

Augusta K. Phillips

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this Twenty seventh day of February, A.D. 1895, before me, a Notary Public within and for said County and State, came E. D. T. Phillips and Augusta K. Phillips, husband and wife, to me personally known to be the identical persons 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 Notarial Seal the day and year last above written.
My Commission Expires July 11, 1897.