

in said promissory note, including the dues, interest, life insurance premiums and fines, as provided in said Rules and By-laws, or in paying the taxes and insurance premiums herein covenanted to be paid; or in case of the breach of any covenant in said promissory note or herein contained, or if said premises become unoccupied and vacant for the space of three months; or strip and waste be committed; all sums hereby secured shall, at the option of the party of the second part, become due and payable and bear interest at the rate of ten per cent. per annum until paid, and the party of the second part shall have the right to foreclose this mortgage and to have a Receiver appointed to take charge of, care for and rent said premises, and out of the rents, issues and profits derived therefrom to pay the cost of repairs, taxes and insurance premiums, and the residue, if any there be, after paying said Receiver a reasonable compensation for his services, shall be applied upon the debt hereby secured.

The parties of the first part further agree that the fees for continuing the abstract of title of said premises to the date of filing foreclosure action, shall be included in any judgment and decree of foreclosure hereunder.

The parties of the first part, for said consideration, hereby expressly waive 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 and effect.

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

T. F. Newby
Sarah Newby

State of Kansas }
County of Douglas } ss:

Be it Remembered, That on this twentieth day of August A.D. 1895, before me, a Notary Public within and for said County and State, came T. F. Newby and Sarah Newby to me personally known to be the identical person described in and who executed the foregoing mortgage, and 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 at Lawrence Kansas, the day and year last above written. My commission expires July 11th 1897.

E. E. Hopkins

E. E. Hopkins

Notary Public

Recorded Aug. 19, 1895 at 7⁴⁰ o'clock PM.

James Brooks
Register of Deeds