

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 residuum, 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 appraisal 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 last above written

Rev. Stamp
20¢

Mary B. Whitman
Alfred Whitman

State of Kansas }
County of Douglas } ss

Be it Remembered, That on this 27 day of October A.D. 1898, before me a Notary Public within and for said County and State came Mary B. Whitman, and Alfred Whitman, her husband 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 Dec. 1 - 1900

Geo. A. Banks
Notary Public

Recorded Oct. 29th 1898, at 9th O'clock A.M.

Register of Deeds