

premiums herein covenanted to be paid; or in case of the breach of any covenant in said promissory note or said indenture or herein contained; or if said premises become unoccupied & vacant for the space of three months; or strip & waste be committed; all sums hereby secured shall, at the option of the party of the second part, or his assigns, at once become due & payable & bear interest at the rate of ten per cent. per annum until paid. & the party of the second part shall have the right to foreclose this mortgage according to law & to have a Receiver appointed to take charge of, care for & rent said premises, & out of the rents, issues & profits derived therefrom to pay the cost of repairs, taxes & insurance premiums; & 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 & continuing the abstract of title of said premises to the date of filing foreclosure action, shall be included in any judgment & decree of foreclosure hereunder. The parties of the first part, for said consideration, hereby expressly waive appraisalment of said real estate & all the benefits of the homestead exemption & stay laws of the State of Kansas.

The foregoing conditions being performed, this conveyance shall be void & this mortgage discharged, otherwise to remain in full force & effect. In witness whereof, the parties of the first part have hereunto subscribed their names & affixed their seals the day & year first above written.

W. T. B. Herritt

Adda E. Herritt

{ Rev. Stamp 10 }

State of Kansas }
County of Douglas } ss. Be it remembered, that on this
Sixteenth day of October A.D. 1900 before me a Notary Public
within & for said County & State, came W. T. B. Herritt &
Adda E. Herritt, husband & wife to me personally known to
be identical persons described in & who executed the foregoing
mortgage, & acknowledged the execution of the same to be
their voluntary act & deed. In witness whereof I have
hereunto subscribed my name & affixed my official
seal at Lawrence Kansas, the day & year last above
written.