

due and payable, and shall be secured by this mortgage. Fourth. If the maker or makers of said notes shall fail to pay either principal or interest, when the same becomes due, or any notes given in renewal of the notes herein; or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due; or there is failure to conform to or comply with any of the foregoing covenants or agreements; or if title of mortgage is other than fee simple, free and unincumbered, the whole sum of money herein secured shall thereupon become due and payable at the option of the said second party without notice, and this mortgage may be foreclosed. Fifth. That the contract embodied in this mortgage shall in all respects be governed, construed and adjudged according to the laws of Kansas. Sixth. That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and collect the rents and profits thereof, the amount so collected by such receiver to be applied under the direction of the court, to the payment of any judgment rendered or amount found due under this mortgage. Seventh. That any failure of the said second party to exercise any option hereby given or reserved, shall not estop it from afterwards exercising any such or other option at any time. The foregoing conditions, covenants and agreements being performed, this conveyance shall be void, and shall be released by the said second party, (and in case of failure of the said second party to release this mortgage, all claim for statutory penalty or damages is hereby released) at the cost and expense of the said first party, otherwise to remain in full force and virtue. In testimony whereof, the said first party have hereunto set their hands, the day and year first above written. changes, erasures, interlineations made prior to signature,

The State of Kansas } ss
 Douglas County }
 It is remembered, that on this 22 day of January A.D. 1901, before the undersigned, a Notary Public in and for said County, personally appeared Abram Smith and Sarah E. Smith, husband and wife, who are to me personally known to be the identical persons who executed the foregoing Mortgage Deed, and duly acknowledged the execution of the same. And witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Abram Smith (seal)
 Sarah E. Smith (seal)

H. S. Claypool,
 Notary Public,
 Douglas County, Kansas.



My commission expires October 30-1903-

Recorded Jan-26, A.D. 1901, at 8 o'clock, A.M.

H. S. Claypool
 Register of Deeds-