

loss to the said second party or assignee and deliver the policy and renewal receipts to said second party. In case of failure to keep said buildings so insured and to deliver the policy or renewal receipts as agreed, the holder of this mortgage may effect such insurance and the amounts so paid with interest at ten per cent. per annum, and shall be immediately due and payable, and shall be secured by this mortgage.

Fourth, - If the maker or makers of said notes shall 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 a failure to conform to or comply with any of the foregoing covenants or agreements, 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 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. If the foregoing conditions, covenants and agreements being performed, this mortgage shall be void, and shall be released by the said second party (and in case of failure of 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 parties otherwise to remain in full force and virtue. In Testimony Whereof, The said first parties have hereunto set their hands the day and year first above written.

Willis A. Pence (Sca)

Mary A. Pence (Sca)

The State of Kansas, Douglas Co., ss. Be It Remembered, that on this 29th day of April 1903 before the undersigned, a Notary Public in and for said County, personally appeared Willis A. Pence and Mary A. Pence 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. In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.



L. H. Gorse

Notary Public

My Commission expires Jan. 26th 1905

Recorded April 29 A.D. 1903 at 2⁵⁵ o'clock P.M.

Douglas County, Kansas

W. Armstrong

Register of Deeds

By J. C. Lowman
Deputy.