

or insurance 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 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, or his assigns, at once become due and payable and bear interest at the rate of ten percent, per annum until paid.

And the party of the second part shall have the right to foreclose this mortgage according to law, and to have a Receiver appointed to take charge of care for and rent said premises, and of the rents, issues and profits derived therefrom to pay the costs 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 party of the first further agrees 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 party of the first part, for said consideration, hereby expressly waives Appraisalment 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, otherwise to remain in full force and effect.

In witness whereof, the party of the first part has hereunto subscribed his name, and affixed his seal, the day and year first above written.

Louis H. Emmett,

State of Kansas, County of Douglas, ss.

Be it Remembered That on this Third day of January, A.D. 1905, before me a Notary Public, within and for said County and State, came Louis H. Emmett, 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 his voluntary act and deed.

In witness 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 June 23 1907.

(L.S.)

W. C. Schneider
Notary Public.

Recorded, Jan. 3^d A.D. 1905, at 3⁰⁵ o'clock, P.M.
W. Armstrong, Register of Deeds.