

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 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 or 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. The foregoing conditions, covenants and agreements being performed, this mortgage shall be said, 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 parties, otherwise to remain in full force and virtue.

In Testimony Whereof, The said first parties have hereunto set their hands the day and date first above written.

John W. Byrne. (Seal)

Mary J. Byrne. (Seal)

State of Kansas, Douglas County: ss.

Be It Remembered, that on this 24th day of February 1905, before the undersigned, a Notary Public, in and for said County, personally appeared John W. Byrne and Mary J. Byrne, 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.

My com. expires June 2nd 1905. } Orydon E. Lindley Notary Public.
Recorded. Mar. 4, A.D. 1905, at 3¹⁵ P.M. A.W. Armstrong, Reg. of Deeds

By Elsie C. Armstrong. Dep.

Douglas County Kansas.