

paying the taxes 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 or 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 per cent 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 out of the rents, issues and profits derived therefrom to pay the cost 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 parties of the first part further agree 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 parties of the first part, for said consideration, hereby expressly waives appraisement 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 parties of the first part have hereunto subscribed their names and affixed their seals the day and year first above written.

Barrie Dahlene

Daniel Dahlene

State of Kansas }
County of Douglas } ss. Be it Remembered, That on this 26 day of March A. D. 1906 before me, a Notary Public within and for said County and State, came Daniel Dahlene & Barrie Dahlene his wife 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 their 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 July 28, 1909

(S.S.)

S. M. Stevens Notary Public.

Recorded March 27 A. D. 1906 at 9¹⁵ A. M.

A. W. Armstrong.

Register of Deeds

Know all Men by these Presents, That in consideration of full payment of the debt secured by a mortgage by Jerry J. Brizendine and wife to Wm. D. Sinclair and assigned to Chester E. Hayes, for \$800 dated the 12th day of February A. D. 1901, which is recorded in Book "36" of Mortgage page 609, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged