

and if additional insurance be procured thereon, and the policies therefor shall not be made in terms payable as herein specified, the company placing such additional insurance shall nevertheless make contribution in case of loss to the same extent as it would be required to do if said policies had been so made payable and delivered to the party of the second part as additional and collateral security for the payment of said debt. The parties of the first part further agree that if default be made for the space of three months in the payment of any sum covenanted to be paid in said promissory note or said indenture, or in 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 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 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 waive appraisal 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.

William O. Toms.

Dessie E. Toms.

State of Kansas, County of Douglas, SS:

Be It Remembered, That on this 27th, day of August A. D. 1907, before me, a Notary Public within and for said County and State, came William O. Toms and Dessie E. Toms husband and 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.

(SEAL)

E. O. Perkins, Notary Public.

My Com expires Feb. 11, 1911.

Recorded Sept. 3, A. D. 1907 at 9.50 A.M.

W. O. Toms
Dessie E. Toms

Register of Deeds.

Deputy.