

it would be required to do if said policies had been made so payable and delivered to the said party of the second part as additional and collateral security for the payment of said debt. The part. of the first part further agrees 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 the paying of 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 shall be, after paying said receiver a reasonable compensation for his services, shall be applied upon the debt hereby secured. The party of the first part 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 appraisal of said real estate, and all the benefits of Homestead exemption and stay laws of the State of Kansas. The foregoing conditions being performed, this conveyance shall be void and the 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 seal the day and year first above written.

J.W.Junkins

Jennie Junkins

State of Kansas, County of Douglas SS. BE IT REMEMBERED That on this Eleventh day of September A. D. 1909 before me a Notary Public within and for said County and State, came J. W. Junkins and Jennie Junkins, 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.

My commission expires July 22 1911, (SEAL) Frederick Crowe, Notary Public.

Recorded Sept. 11th A. D. 1909 at 3.30 P.M.

Floyd L. Lawrence
Register of Deeds.

In consideration of the payment of the debt named therein I, Mrs. S.B. Miller, hereby release the Mortgage made by Martha J. Morrison to Mrs. S. B. Miller and recorded in Book 40 of Mortgages, at page 356 in the office of the Register of Deeds of Douglas County Kansas. As Witness my hand this ___ day of ___ A. D. 19__

Mrs. S. B. Miller.

State of Kansas, County of Douglas SS. On this eleventh day of September 1909,