

to be paid; or in case of the breach of any covenant in said promissory note 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, 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 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 costs of repairs, taxes and insurance premiums; and the residue, if any therebe, 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 agree that the fees for continuing the abstract of title of said premises to the date of commencing foreclosure action, shall be included in any judgment and decree of foreclosure hereunder. The party of the first part, for said consideration, hereby expressly waive appraisal of said real estate, and all the benefit 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, That party of the first part have hereunto subscribed their names and affixed their seals the day and year first above written.

E. F. Caldwell

Hattie N. Caldwell

State of Kansas, County of Douglas, SS. Be it remembered, That on this 11th day of March A.D. 1910 before me, a Notary Public within and for said County and state, came E. F. Caldwell and Hattie N. Caldwell, husband and wife, to me personally known to be the identical persons described in and who executed the foregoing mortgage, and acknowledged the execution of the same to be their voluntary act and deed. In Testimony 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 Feb. 11th 1910.

(SEAL) E. O. Perkins Notary Public.

Recorded Mar. 12 1910 at 10.10 A. M.

Floyd L. Lawrence
Register of deeds.