

the indebtedness secured by this mortgage. And it is agreed that, in case of default shall be made in the payment of any instalment of said note or of interest thereon at maturity, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, expenses and attorney's fees herein above specified, shall, at the option of the party of the second part and without notice to the party of the first part, become due and collectible at once by foreclosure or otherwise and upon commencement of any foreclosure or at any time thereafter and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the party of the second part, its successors or assigns, or the purchaser at such sale, may at once and without notice to the party of the first part, or any person claiming under him appoint a receiver for said premises to take possession thereof to collect the rents, issues and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and out of the same to make necessary repairs and keep said premises in proper condition and repair pending such sale and the expiration of the time to redeem therefrom, and to pay all taxes and assessments accruing between the commencement of the foreclosure and the expiration of the period for redemption and all taxes and assessments unpaid and tax and assessment sales remaining unredeemed at or prior to the foreclosure sale, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and the expense of the receivership. And it is agreed that the party of the first part will repay the party of the second part all reasonable expenses paid in procuring abstracts of title whenever such abstracts shall become necessary to protect the interests or enforce the rights of said party of the second part, and the amounts so paid with interest thereon from the time of payment at the rate of ten per centum, shall be deemed part of the indebtedness secured by this mortgage. In Witness Whereof, the said party of the first part has hereunto set his hand the day and year first above written.

In Presence of  
Fred Bliesner  
Jonh M. Spencer

Thomas S. Pugh

State of Kansas, Douglas county, SS. Be it remembered that on this Twenty seventh day of June A.D. 1911, before the undersigned John M. Spencer a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Thomas S. Pugh who is personally known to me to be the person who executed the foregoing instrument of writing as grantor and such person duly acknowledged the execution of the same. In Testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last written. Commission expires October 31st, 1912.

(SEAL) John M. Spencer, Notary Public.

Recorded July 3rd A.D. 1911 at 5:03 P.M.

*David L. Lawrence*  
register of deeds.

*The following is endorsed on the original instrument*