according to the conditions of this instrument, together with the cost and charges of making such sale. In case an action is commenced for the foreclosure of said mortgage, the grantors herein consent that the court having jurisdiction of foreclosure, or the judge of such court, shall, upon application of the baid holder, appoint a receiver to take charge of said mortgaged premises, pending such foreclosure proceeding, who shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof, and the proceeds, after deducting all costs and expenses of said receivership, shall be credited on said note or judgment obtained thereon. In Witness Whereof, the Said parties of the first part have hereunto set their hands the day and year first above written.

Carrie H. Markham (SEAL) State of Kansas, County of Douglas, be it remembered, That on this 18" day of October A.D. 1911 before me, a Notary Public in and for said County and State, came W. C. Markham and carrie H. Markham, his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same. In Witness Whereof, I have herewinto subscribed my

name and affixed my official seal on the day and year last above written.

W. C. Markham

(SEAL)

Commission expires May 15 1915. (SEAL) Recorded Oct. 19th A.D. 1911 at 1:55 P.M.

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W. M. Clark, Notary Public. - Lawrence Register of Deeds.

This Indenture, Made this Second day of October A.D. 1911, by and between J.W. Watkins and Rosa L. Watkins, his wife of Quenemo County of Osage, and State of Kansas, parties of the first part, and F. M. Perkins party of the second part, Witnesseth, that the parties of the first part, in consideration of the sum of Five Thousand Five Hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, Bargain, sell and convey unto the party of the second part, his heirs, executors, administrators or assigns, the following described real estate situated in the County of douglas and State of Kansas; to-wit: Lot Two Hundred twenty Four (224) on Louisana_ St. Original Town of Lawrence, Kansas. To have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging. The parties of the first part covenant and agree that at the delivery hereof they are the lawful owners of said premises and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, ane will warrant and defend the same in the quiet and peaceable possession of the party of the second part, his heirs, executors, administrators or assigns forever. this Grant is intended as a mortgage to secure the payment of Fifty Five Hundred Dollars, according to the term of a certain prom a certain indenture issory note of even date herewith, made by the party of the first part to the party of the second part, and particularly defining and setting forth the termS

and the manner of payment, which said note and indenture are here referred to