

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 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 costs 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 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 appraisalment 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 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 seals the day and year first above written.

Florence A. Martin

Henry Martin

State of Kansas, County of Douglas, SS. Be it remembered, That on this 26th day of July A.D. 1912, before me, a Notary Public within and for said County and State came Florence A. Martin and Henry Martin, her husband, 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 January 31st 1916.

(SEAL) F. Henry Perkins, Notary Public.

Recorded July 27th A.D. 1912 at 9:08 A.M.

Hoyd L. Lawrence
Register of Deeds.

(The following is endorsed on the original instrument recorded in book 40 page 450)
For and in consideration of Ten Hundred Dollars, to me in hand paid the receipt whereof is hereby acknowledged, Wm. C. Allan, Executor Gavin Allan Estate the mortgagee within named, do hereby assign and transfer to U. S. G. Plank or his assigns the note by the foregoing mortgage secured, and do hereby assign and transfer to the said U. S. G. Plank all my right title and interest to the lands and tenements in said mortgage mentioned and described. In Witness Whereof, I have hereunto set my hand and seal at Lawrence in the County of Douglas and State of