be made for the space of three months in the payment of eny sum covenanted to be paid in said promissory note or said indenture, or in paying 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 un occupied and vecant for the space of three months; or strip and waste be committed; all sums 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 premiuns; 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 appraisement of said real estate, and all the benefits of the homestead exemption and stey 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.

ck

869 .

n of

re-

on-

.

ty

re-

aid

ree

et

2

8

2

ly

ees

In

105

100

mun

e

r

13

he

1-

de

Active and an and a second second

J. E. Shuck Rose E. Shuck. 625

State of kansas, County of Douglas, SS. Be it remembered, That on this 5th day of August A.D. 1912, chefore me, a Notary Public within and for said County and State, came J. E. Shuck and Rose E. Shuck, his 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 Witness Whereof, I have hereinto 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 August 16th A.D. 1912 at 8:38 A.M.

Floyd L. Lawrence Register of Deeds.

1. 17

Vite and a start

A CONTRACTOR OF THE OWNER

This Indenture, Made this First day of July A. D. , 1912, by and between J. E. Shuck and Rose E. Shuck, his wife of Lawrence County of Douglas, and State of kansas, parties of the first part, and W. J. Roper party of the second paty. Witnesseth, That the parties of the first part in consideration of the sum of Two Hundred Fifty (§250.00) Pollars, 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: Lots Twenty (20) and Twenty One (21) in Block Forty Seven (47) Olmsteads Addition to the City of Lawrence,