

TWELFTH: Appraisalment is waived or not at the option of the mortgagee, such option to be exercised at the time judgment is rendered in any foreclosure hereof.

THIRTEENTH: That the mortgagor further agrees that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose the same, the mortgagor will pay to the plaintiff in said foreclosure proceeding ten per centum of the amount then due on the note secured hereby or on this mortgage as a reasonable attorney's fee therefor, in addition to all other legal costs and statutory fees and all expenses incurred in procuring abstracts for purposes of the foreclosure suit; said fee to be due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected and the lien thereof enforced in the same manner as the principal debt hereby secured.

FOURTEENTH: That the mortgagor hereby covenants and agrees that at the delivery hereof he is the lawful owner of the premises above granted, and is seized of a good and indefeasible estate of inheritance therein, and that he has a good right to sell and convey said premises and that they are free and clear of all general and special taxes, liens, charges and encumbrances, and that he does hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waives all benefit of the homestead, appraisalment, exemption and stay laws of the State of Kansas.

FIFTEENTH: That all the covenants and agreements of the mortgagor herein contained shall extend to and bind all executors, administrators, heirs and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns. Wherever used herein, the singular number shall include the plural and conversely, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the mortgagor has signed, sealed and delivered this mortgage the day and year first above written.

STATE OF KANSAS

County of Douglas ss.

Before me the undersigned, a Notary Public, within and for said County and State, on this 24th day of April, 1957, personally appeared Glenn Steele and Ola B. Steele, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal this 24th day of April, 1957.

My commission expires April 25, 1959.

W. A. SCHAAI
Notary Public.

Recorded May 2, 1957 at 9:25 A. M.

Harold A. Beck Register of Deeds.