

selves, their heirs, representatives and assigns, covenant and agree that they will pay to the said party of the second part its successors or assigns, all expenses incurred in procuring and continuing abstracts of title for the purposes of the foreclosure suit, and will pay, in addition to the taxable costs in such suit, an adequate and reasonable sum as a solicitor or attorney's fee, the amount thereof to be fixed by the Court, and to be included, with the expenses for abstracts above mentioned, in the judgment or decree. The said parties of the first part hereby covenant, and agree, to perform the covenants and conditions of this mortgage, without any relief from any valuation or appraisement laws, and hereby expressly waives appraisement, and waives and release all rights and benefits they have in said premises as a homestead under any act relating to the alienation and exemption of homesteads. In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year first above written

Signed Sealed and delivered in presence

of J. D. Lemon
Geo Lewis

Lewis D Howard *Seal*
Kate Howard *Seal*

State of Kansas } ss
Douglas County }

Be it Remembered that on this second day of April A.D. 1898, before me the undersigned J. D. Lemon a Notary Public, in and for the County and State aforesaid, duly commissioned and qualified, personally came Lewis D. Howard, and Kate Howard his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors, and such persons duly and severally 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

J. D. Lemon
Notary Public
Commission expires March 3 1902
Recorded April 12 1898, at 3 O'clock P. M.

W. B. Doorman
Register of Deeds