

lien claims ^{and officers' fees and expenses on account thereof} or prior liens, ~~with~~ interest thereon at the rate aforesaid shall thereupon be collected in a suit at law, or by foreclosure of this Mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such failure in any payment shall occur, as aforesaid, and the judgment or decree in the suit brought to foreclose the same shall embrace, with said principal debt and interest, all sums so paid for or on account of insurance, taxes, assessments, lien claims or prior liens, and officers' fees and expenses on account thereof with interest at the rate aforesaid; and it shall be lawful in such case for the said party of the second part, its successors or assigns to grant, sell and convey the said real estate, with the appurtenances thereto belonging, at public auction or vendue; and on such sale to make and execute to the purchaser or purchasers, his her, or their heirs and assigns forever, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided. And in case suit shall be brought for the foreclosure of this Mortgage, the said parties of the first part, for themselves 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 purpose of the foreclosure suit, and will pay in addition to the taxable costs in such suit an adequate and reasonable sum as a solicitors or Attorneys fees, 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 waive appraisement and waive and release all rights and benefits they have in said premises as a homestead under any act relating to the ^{and preservation} alienation 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,

L. H. Corse

Martin Hoek

Not Stamped

John G. Weaver

Australia C. Weaver

Seal

Seal

State of Kansas } Be it remembered that on this twenty seventh day of January A.D. 1899, before me
Douglas County } undersigned L. H. Corse Notary Public, in and for the County and State of said duly
Commissioned and qualified personally came John G. Weaver and Australia C. Weaver 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

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L. H. Corse

Notary Public

My Commission expires January 16th 1901

Recorded Feb 4th 1899, at 11 O'Clock A.M.

L. H. Corse
Register of Deeds