MORTGAGE RECORD, No. 38

for and gree D with the said party of the second part, its successors and assigns, that, as between the parties to this instrument, and their successors in interest, all taxes and assessments, levied or assessed on said premises, whether general or special, and of whatever nature, or for whatever purpose, and shown upon the records of the County or municipality in which said premises are situated, shall be deemed to be valid taxes and assessments, so that, in case of the payment of the same by the party of the second part, its successors or assigns, under the foregoing provisions of this mortgage, their validity and the validity of such payment shall not be questioned or disputed. PROVIDED ALWAYS, and these presents are upon this express condition, that if_____ Thornas W Crel, ore of____

said part es of the first part, _______ heirs, executors or administrators, shall pay or cause to be paid to the said party of the second part, its successors or assigns, the just and full sum of Eleven hundred. Wer dollars as follows, org : Dollars, successors or assigns, the just and this sum of the coperation of three & years, Chemidred dollars thereof at the coperation of five (3) years and the remaining time hundred (3) hundred. dollars thereof at the coperation of the expiration of the

per centum per annun, payable semi-annually on the first day of <u>April</u> and <u>Actober</u> in each and every year; with the forwilleg. I having Out hundred dollars or more of the unmatured portion of said puncipal sum on any interest paying day after one (1) year from the dale here of and before maturity both principal and interest payable at the office of said company, in the City of Milwaukee, according to the condition of a bond bearing even date herewith, executed by_____Thomas U Cull_ nul of

said part /= s of the first part, to the said party of the second part; and shall moreover keep such insurance as is above mentioned, and keep the policy or polices thereof assigned as aforesaid, and shall annually pay all taxes and assessments on said real estate, together with any lien claim thereon, and procure and deliver the receipts therefore, as aforesaid, then these pretents, and the said bond or writing obligatory, shall cease and be null and void. But in case of the non-payment of any sum of money (either of principal, interest, insurance money, taxes, assessments or lien claims,) at the time or times when the same shall become due, agreeably to the terms and conditions of these presents, or of the aforesaid Bond, or any part thereof, then, in such case, the whole amount of said principal, sum shall, at the option of said party of the second part, its successors or assigns, be deemed to have become due and payable, without any notice whatever (notice of such option being hereby expressly waived); and the same together with all sums of money which may be paid by said party of the second part, its successors or assigns, for, or on account of insurance, taxes, assessments, lien claims or prior liens, with interest thereon at the rate aforesaid, shall thereupon be collectible in a suit at law, or by foreclosure of this mortgage, in the same manner s 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 thereunto belonging, at public anction 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 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's 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 part is 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 alienation and exemption of homesteads.

IN WITNESS WHEREOF, The said part is of the first part, have hereinto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in Presence of _ 16.10 mit C. R.m.

Thomas W. Cree. [SEAL] Jadie D. Cul, [SEAL]

378

STATE OF KANSAS, Channel COUNTY

A. D. 1204 , before the undersigned duly commissioned and qualified, personally came_Than as W Cree

BE IT REMEMBERED, that on this iterath day of _____ C. Korf_____a Notary Public in and for the County and State aforesaid,

and Sadie Do Cree

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The court in schied

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___bis 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.

EB ____ERoof_ Commission expires 12-1/- 1905

Filed for Record the 30 day of 2 une A. D. 1907, at 3 22 o'clock P. M. (DU armithordigister of Deeds

_____Notary Public