for themselves their heirs, executors, administrators and assigns, further covenant and agree 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 George A. Dews and Don W. Dews two of the

said parties of the first part, their 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 Fourteen Hundred (1400) Dollars,

at the expiration of five (5) years from the date of these presents with interest thereon until paid, at the rate of five (5) per centum per annum, payable semi-annually on the first day of April and October in each and every year; with the privilege of paying One Hundred (100) dollars, or more of said principal sum on any interest paying day after one (1) year from the date hereof 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 George A. Dews and Don W. Dews two of

said parties 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, including all taxes and assessments assessed or levied against said party of the second part upon this mortgage or the debt hereby secured, or upon its mortgage interest in said premises, and procure and deliver the receipts therefor, as aforesaid, then these presents, 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 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 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 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 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 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

R. M. Morrison — George A. Dews [SEAL]

J. D. Denson — Mary Dews [SEAL]

Don W. Dews

STATE OF KANSAS, } ss
Douglas COUNTY }

BE IT REMEMBERED, that on this first day of October A. D. 1904, before the undersigned Geo. A. Banks a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Don W. Dews and George A. Dews

and Mary Dews 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.

(E. S.) Geo. A. Banks *Notary Public*

Commission expires Mr. 27, 1907

Filed for Record the 17th day of October A. D. 1904, at 9 35 o'clock A. M.

A. W. Armstrong *Register of Deeds*

And it is agreed by the said parties of the first part for themselves and their heirs, executors, administrators and assigns, that upon the commencement of any action to foreclose this mortgage or at any time thereafter during the pendency of such action the court in which such action is brought may at once and with out any notice to said parties of the first part or any party claiming under said parties or any of them, appoint a receiver for the benefit of the holder or holders of the indebtedness secured hereby with power to collect the rents, issues and profits of the said premises during the pendency of such foreclosure suit and until the time to redeem the same from sale shall have expired, and such rents, issues and profits when collected may be applied towards the payment of the indebtedness secured by the foregoing mortgage and such receiver shall be allowed reasonable compensation for his services and disbursements in the premises and shall be a charge upon said premises and the rents, issues and profits thereof, and such receiver may be a party to such action and be allowed his costs and disbursements therein, including all insurance premiums and taxes or assessments whether such taxes or assessments shall be due or not and such receiver shall be allowed his fees and disbursements out of the rents, issues and profits of said premises or any part thereof, or any other moneys in his hands or coming into his hands as such receiver, and the said parties of the first part for themselves and their heirs, executors, administrators and assigns, do hereby waive the benefit of any law now or hereafter in force for the appointment of a receiver in such case, and they do hereby waive the benefit of any law now or hereafter in force for the stay of execution upon any judgment or decree of foreclosure of this mortgage, and they do hereby waive the benefit of any law now or hereafter in force for the appraisement of the premises described in said mortgage before the same shall be sold under such judgment or decree of foreclosure, and they do hereby waive the benefit of any law now or hereafter in force for the redemption of said premises from any such sale, and they do hereby waive the benefit of any law now or hereafter in force for the appraisement of the premises described in said mortgage before the same shall be sold under any execution issued upon any judgment or decree in any action to foreclose this mortgage