

in any of the payments herein provided for, the party of the second part his heirs, executors, administrators and assigns, shall be entitled to a judgment, for the same due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said parties of the first part their heirs and assigns, and all persons claiming under them at which sale appraisement of said property is hereby waived by said parties of the first part. And all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid of and discharged and may at his option pay any taxes or statutory liens against said property, all of which sums with 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

And the said parties of the first part hereby covenant and agree that at the delivery hereof said parties of the first are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except an incumbrance of \$2500 and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns forever, against the lawful claims of all persons whatsoever,

In Witness Whereof, The said parties of the first part have hereunto set their hands this day and year first above written.