

and the costs of such foreclosure. And upon the foreclosure of this mortgage by proceedings in court, or in case of any suit or proceeding at law or in equity, wherein said party of the second part its successors or assigns, or the legal holder of said note, or either of them, shall be a party plaintiff or defendant, by reason of being a party to this mortgage or a holder of either of said notes it or they shall be allowed and paid by the said party of the first part its or their reasonable costs and charges, and ten per cent of the amount hereby secured as attorney's fees in such suit or proceeding, and the same shall be included as a part of the costs in any decree for the foreclosure of this mortgage or the sale of said premises.

And in consideration of the money loaned as aforesaid to the party of the first part, and in order to create a first lien and incumbrance on said premises under this mortgage for the purposes aforesaid, and to carry out the foregoing specific application of the proceeds of any sale that may be made by virtue hereof, the said party of the first part does hereby release and waive all right under, and benefit of, the exemption and homestead laws of the State of Kansas in and to the lands and premises aforesaid, and the proceeds of sale thereof, and agree to surrender up possession thereof to the purchaser or purchasers at such sale, or to any receiver that may be appointed by the court, peaceably, on demand.

And the said party of the first, for herself her heirs, executors and administrators, covenants and agrees to and with the said party of the second part, its successors and assigns, that at the time of the executing and delivery of these presents she is well seized of said premises in fee simple, and has good right, full power and lawful authority to grant, bargain and sell the same.