

and described, or to the payment of the taxes and assessments aforesaid, including all insurance premiums and repairs on said premises or any sums advanced by the receiver or any party interested hereunder for any of said purposes, or to redeem said premises from any sale thereof for taxes or assessments, whether such taxes or assessments, or sale therefor, insurance premiums or repairs shall be due, or made or advanced prior to the appointment of the receiver or during his term of service. 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 appraisal laws, and hereby expressly waive appraisal 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 homestead.

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  
Joseph E. Riggs  
Wm. T. Sinclair  
Lena Urech

William Sutton (SEAL)

Serena Sutton (SEAL)

State of Kansas, Douglas County, Ss. Be it remembered that on this fifth day of May A.D. 1909, before me the undersigned Joseph E. Riggs, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came William Sutton and Serena Sutton 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.

Commission expires March 30th 1914

(SEAL) Joseph E. Riggs, Notary Public.

Recorded May 17 A.D. 1909 at 9.00 A.M.

Register of Deeds.

*Floyd L. Lawrence*