

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 therefore to be fixed by the court, and to be included, with the expenses for abstracts above mentioned, in the judgment or decree. And said parties of the first part further covenant and agree 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 without any notice to said parties of the first part, or any party claiming under said parties, appoint a receiver for the benefit of the legal holder or holders of XXXX 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 any sale that may be made under any decree foreclosing this mortgage shall expire; and such rents, issues and profits when collected may be applied towards the payment of the indebtedness, expenses and costs herein mentioned 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 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.

The words "on the first day of- and of-
in each and every year" in line 19 on page
3 hereof, stricken out before execution.

William H. Pendleton - (SEAL)

Signed, sealed and delivered in presence of

Matilda M. Pendleton - (SEAL)

Frank E. Banks

Walter G. Thiele

State of Kansas, Douglas County, SS-Be it remembered that on this 16th day of September A.D. 1909, before ME the undersigned Frank E. Banks, A Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came William H. Pendleton and Matilda M. Pendleton 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.

My commission expires November 8, 1910 (SEAL) Frank E. Banks, Notary Public.

Recorded Oct. 1st A.D. 1909 at 3.40 P.M.P.

Floyd L. Lawrence
Register of Deeds..