

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 there for insurance premiums or repairs shall be due, or made prior to the appointment of the receiver or during his term of service. The said party of the first part hereby cove<sup>n</sup>ants and agrees to perform the covenants and conditions of this mortgage without any relief from any valuation or appraisal laws, and hereby expressly waives appraisalment, and waives and releases all rights and benefits she has in said premises as a homestead under any act relating to the alienation and exemption of homesteads.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed sealed and delivered      Jane Fitzpatrick      (SEAL)  
in the presence of  
Alice L. Sinclair  
Lena Urech

State of Kansas Douglas County SS. Be it remembered that on this twenty ninth day of September A. D. 1909 before the undersigned Joseph E. Riggs a Notary Public in and for the County and State aforesaid duly commissioned and qualified came Jane Fitzpatrick who is personally known to me to be the same person who executed the foregoing instrument of writing as grantor, and such person duly 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 Mch. 30th 1913. (SEAL) Joseph E. Riggs, Notary Public.

Recorded October 9th A.D. 1909 at 9.30 A.M.

*Floyd L. Lawrence*  
Register of Deeds.

THIS INDENTURE, made the First day of October A. D. 1909 between Howard D. Sheppard and Susie O. Sheppard, his wife, of the County of Douglas and State of Kansas, party of the first part, and J. L. Pettyjohn & Co., of Olathe, Johnson County, Kansas, parties of the second part. WITNESSETH: that the said party of the first part, in consideration of the sum of Seventeen Hundred Fifty and no/100 Dollars in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said parties of the second part, their successors, heirs and assigns, the following described real estate in the County of Douglas and State of Kansas to-wit: The Northwest quarter ( $\frac{1}{4}$ ) of the Northeast quarter ( $\frac{1}{4}$ ) of section number eight (8) Township number Fifteen (15) Range Number Twenty-one (21) East of the Sixth Principal Meridian in Douglas County Kansas. TO HAVE AND TO HOLD THE SAME with appurtenances thereto belonging or in any wise appertaining, including any right of homestead, and every contingent right or estate therein

*(For release see next page)*

*(This foregoing is intended on the original instrument)*