

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 homestead.

In Witness Whereof, The said parties of the first part have hereunto set ~~XXXX~~

their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of  
Lena Urech.

Peter E. Emery (SEAL)

Alice Sinclair

Mary T. Emery (SEAL)

State of Kansas, Douglas County, SS. Be It Remembered, that on this Twenty-first day of March A.D. 1910, before the undersigned Lena Urech, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Peter E. Emery and Mary T. Emery, 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.

(SEAL) Lena Urech, Notary Public.  
Commission expires February 21st, 1914

Recorded March 22nd A.D. 1910 at 5.00 P.M.

*Hoyd L. Lawrence*  
Register of Deeds.

This Indenture, made the First day of March A.D. 1910 between Joseph Madl, a single man, 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 Two Thousand and no/100 Dollars, in hand paid the receipt whereof is hereby acknowledged, does 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 East half ( $\frac{1}{2}$ ) of the Northwest quarter ( $\frac{1}{4}$ ) of Section Number Thirty-six (36), Township Number Thirteen (13), Range Number Twenty (20), East of the Sixth (6th) Principal Meridian in Douglas County, Kansas, To have and to hold the same, with appurtenances thereto belonging or in anywise appertaining, including any right of homestead and ~~XXXX~~ every contingent right or estate therein, unto the said parties of the second part, their successors, heirs and assigns forever; the intention being to

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