

parties, appoint a receiver for the benefit of the legal holder or holders of 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.

Signed, sealed and delivered in presence of
J. R. Greenlees

Philip Roser (SEAL)

F. E. Banks

Marie Roser (SEAL)

State of Kansas, Douglas County, SS. Be it remembered that on this 19th day of March A.D. 1910, before the undersigned Frank E. Banks, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Philip Roser and Marie Roser 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 Nov. 8, 1910. (SEAL) Frank E. Banks, Notary Public.

Recorded March 29th A.D. 1910 at 8.30 A.M.

Floyd L. Lawrence
Register of deeds.

this Indenture, made the 25th day of March A.D. 1910, between Daniel M. Shotwell, and Tillie Craig Shotwell, his wife, of the county of Douglas and State of Kansas, party of the first part, and The Prudential Trust company, a corporation under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part. Witnesseth, that the said party of the first part, in consideration of the sum of thirty five Hundred and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the county of Douglas and state of Kansas, to-wit: The Northeast quarter (NE 1/4) of Section Twenty-six (26) Township fourteen (14) Range Nineteen (19) N to have and to hold the same, with the appurtenances thereto belonging or in any wise appertain-

In Agreement recorded 48 Days ago
 (Friedman 24 Nov 1910)