expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale appraisment of said property is hereby waived by said parties of the first part, and all benefits of the homestead, exemption and stay laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the exevution of this mortgage until said notes and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings erected and to be erected on said lands, insured, in some responsible insuranc company duly authorized to do business in the State of Kansas, to the amount of One Thousand Dollars, for the benefit of the said party of the second part, or his assigns; and in default thereof, said party of the second part may at his option effect such insurance in his own name, and the premium or premiums coSts, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and mat at his option pay any taxes or statutory liens against said property, all of which sums with 6 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

40

And the said parties of the first part, do hereby covered and agree that at the delivery hereof said William B. Roberts the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part his heirs and assigns forever, against the lawful claims of sk all persons whomsoever.

IN WITNESS WHEREOF The said parties of the first part have hereunto set their hands, the day and year first above written.

William B. Roberts.

## Calle I. Roberts.

State of Kansas County of Douglas, SS. Be it Remembered that on this 16th day of July A.D.1910 before me the undersigned a Notary Public in and for said County and State came William B. Roberts and Calle I. Roberts his wife, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed. In Testimony Whereof I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

My commission expires Sept. 23, 1911. (SEAL) RECORDED JULY 16, 1910 AT 1.35 P.N.

Floyd L Lawrence Register of Deeds.

Henry Abels Notary Public.