therefor and may pay said taxes and special assessments (irregularities in the levyor assessment thereof being expressly waived) and may pay such expenses and attorneys fees, and all such payments with interest hereon from the time ofpayment at the rate of ten per centum per annum shall be deemed part of the indebtedness secured by this mortgage. And it is agreed that in case of default in the payment of any installment of said note or of interest thereon at maturity, or if there shall be a failure to comply with any condition of this mortgage, then he said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, expenses and attorney's fees herein above specified, shall at the option of the party of the second part, and without notice to the parties of the first part, become due and collectible at once by foreclosure or otherwise; and upon commencement of any foreclosure or at any time thereafter and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the party of the second part, its successors or assigns or the purchaser at such sale, may at once and without notice to he parties of the first part, or any person claiming under them appoint a receiver for said premises to take possessioN thereof to collect the rents, issues and profits of said premiss, during the pendency of such foreclosure and until the time to redeem the same from the foreclosure shall expire, and out of the same to make necessary repairs and keep said premices in proper condition and repair pending such sale and the expiration of the time to redeem therefrom, and to pay all taxes and assessments accruing between the commencement of the foreclosure and the expiration of the period for redemption and all taxes and assessments unpaid and tax and assessment sales remaining unredeemed at or prior to the foreclosure sale, and to pay insurance premiums necessary to keep said premises in accordance with the provisions of this mortgage and theexpense of the receivership. And it is agreed that the parties of the first part will repay the party of the second part all reasonable expenses paid in procuring abstracts of title whenever such abstrats shall become necessary to protect the interests or enforcethe rights of said party of the second part, and the amounts so paid with interest thereon from the time of payment at the rate of ten per centum per annum, shall be deemed part of the indebtedness secured by this mortgage. In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

In presence of
Frank E. Banks,
H.E.Benson.

Bradley S. Fortney
Effie J. Fortney.

State of Kansas, Douglas County, SS. Be it remembered that on this (17th) Seventeenth day of May A.D. 1911 before the undersigned Frank E. Banks, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Bradley S. Fortney and Effie J. Fortney, his wife, who are personally known to me to be the same persons whoexecuted 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 above written.

Commission expires Nov 8, 1914. (SEAL) Frank E. Banks, Notary Public.

RECORDED MAY 23rd, 1911 AT 8.30 A.M.

Lloyd L Lawrence

Register of Deeds.