

HEREIN PROVIDED FOR; OR BREACH is made in any agreement herein, the whole of said principal debt and interest shall in like manner become due and payable, and the party of the second part, his representatives, executors, administrators and assigns, shall be entitled to a judgment for the sums due upon said principal note or notes and interest earned and unpaid and interest on whole at rate of eight per cent per annum and any additional sums paid by virtue of this mortgage by the mortgagees and all costs and 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 first party and his, her or their heirs and assigns, and all persons claiming under the first party, at which sale appraisement of said property is hereby waived by said first party, and all benefits of the homestead, exemption and stay laws of the State of Kansas, are hereby waived by said first party. And the said first party for further security shall and will at first parties own expense from the date of the execution of this mortgage until said notes and interest and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building and buildings erected, and that may be erected on said land insured in some responsible insurance company duly authorized to do business in the State of Kansas, to amount of at least Three thousand Dollars, for the benefit of the said party of the second part and his assigns; and in default thereof said party of the second part, and assigns, may at his option effect such insurance in his own name or in name of mortgagor with loss payable to mortgagee, and the premium or premiums, costs, charges and expenses of effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with eight per cent interest per annum may be enforced and collected in the same manner as the principal debt hereby secured. And the said first party hereby covenants and agrees that at the delivery hereof said first party is the lawful owner of the lands above granted and mortgaged and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance, and that the first party will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns and purchaser at any foreclosure sale under this mortgage, forever, against the claims of all persons whomsoever, whether the same be valid or invalid claims or claim.... In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Walter W. Kluss.

Rosetta Kluss.

State of Kansas, County of Douglas, SS. Be it remembered that on this 23 day of February A.D. 1912 before me, the undersigned, a Notary Public in and for said County and State, came Walter W. Kluss and Rosetta Kluss, 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 April 10th 1915. (SEAL) A.F. Flinn, Notary Public in and for Douglas County, Kansas.

RECORDED FEBRUARY 23, 1912 AT 4.21 P.M.

Walter W. Kluss
Register of Deeds.