

posited or if the taxes or special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such expenses and attorney's fees, and all such payments 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. And it is agreed that in case default shall be made 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 the 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 ~~provided~~ 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 the 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 premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and out of the same to make necessary repairs and keep said premises 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 taxes and assessment sales remaining unredeemed at or prior to the foreclosure sale, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and the expense 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 abstracts shall become necessary to protect the interests or enforce the 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 last above written.

In presence of
C. E. Lindley
H. E. Benson

George F. Derby
Alta Derby

State of Kansas, Douglas County, SS. Be it remembered that on this 29th day of March A.D. 1912, before the undersigned Frank E. Banks, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came George