

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited, or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as herein before 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 provide 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 liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of ten per cent 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 interest thereon when due, or if there shall be a failure to comply with any or either of the terms or conditions of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein before specified, shall, at the option of the party of the second part and without notice (notice of the exercise of such option being hereby expressly waived), 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 persons 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 unpaid and tax and assessment sales remaining undeeded 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 expense paid in procuring abstracts of title whenever such abstracts shall become necessary to protect the interest 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, shall be deemed part of the indebtedness secured by this mortgage.

The said parties of the first part hereby expressly waive and release all rights and benefits they have in said premises as a homestead under any law or rule of equity relating to the alienation, exemption or judicial sale of homesteads.

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

R. M. Morrison
Fred Bliesner

Sylvester Stull
Mary Stull

State of Kansas, Douglas County, SS.

Be it remembered that on this 31st day of Jan. A.D. 1914, before the undersigned R. M. Morrison a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Sylvester Stull and Mary Stull, 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.

Commission expires Feb. 23, 1914. (SEAL)

R. M. Morrison, Notary Public.

Recorded Feb. 7th A.D. 1914, at 9:15 o'clock A.M.

Edw. L. Lawrence
Register of Deeds,
Geo. L. Pugh Deputy.

Know All Men By These Presents, That The Prudential Trust Company, a corporation under the laws of Kansas, located at Topeka, Shawnee County Kansas, of the first part, in consideration of the sum of Twenty-four Hundred & no/100 Dollars to it in hand paid by J. M. Beall of Baltimore and State of Maryland of the second part, the receipt of which is hereby acknowledged, has sold, and by these presents does sell, assign and convey unto the said party of the second part, all of its right, title and interest, of, in and to a certain indenture of mortgage bearing date the 24th day of February A.D. 1912 made by Frank Hoffman and Philippianna Hoffman, husband and wife conveying the following lands and tenements situated, lying and being in the County of Douglas and State of Kansas, to wit: The south one hundred twenty (S 120) acres of the northwest quarter (NW 1/4) of section ten (10), township fifteen (15), range eighteen (18), east of the 6th P.M., and containing in all one hundred twenty acres more or less according to the government survey thereof, in favor of said The Prudential Trust Company, which mortgage was duly recorded in the office of the Register of Deeds, of the County of Douglas and State of Kansas, on the 8th day of March in the year 1912 in Book 48 of Mortgages, at page 522 thereof, together with the notes or obligations therein described.

To Have And To Hold The same unto the said party of the second part his heirs, executors, administrators or assigns, subject only to the provisions in said indenture of Mortgage contained.

In Witness Whereof, the said party of the first part has hereunto set its hand and caused its seal to be affixed this the 24th day of January A.D. 1914.

Attest

May Malone Ass't. Secretary. (Corp Seal)

The Prudential Trust Company
By S. E. Cobb, Treasurer (SEAL)

(The following is understood to be the original instrument)
 The notary is understood to be the original instrument