

(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 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 tax and assessments 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 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 per annum, shall be deemed a 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 may 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
Chas B. Floyd.

Frederick Thoren
Emma Thoren

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this twenty sixth day of November A.D. 1915, before the undersigned August H. Piehler a Notary Public in and for the County and State of aforesaid, duly commissioned and qualified, personally came Frederik Thoren and Emma Thoren, 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 above written.

My commission expires Feb. 2, 1918 (SEAL) August H. Fiehler, Notary Public.

Recorded Dec., 6th., A.D. 1915, at 9:51 o'clock A.M.

Floyd L. Lawrence
Register of Deeds,
Geo. L. Nitzel Deputy.

THIS MORTGAGE, Made this 4th day of December in the year of our Lord one thousand nine hundred and fifteen by and between Edward P. Harris, Jr. and Edward P. Harris, Sr. of the County of Shawnee and State of Kansas parties of the first part, and L. S. Harvey party of the second part,:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Three thousand two hundred fifty-five (\$3255.00) Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all of the following described tracts, pieces, and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The Southeast one-quarter (S.E. $\frac{1}{4}$) of Section Thirty-one (31), Township Eleven (11), Range Eighteen (18); subject to a first mortgage of Fifteen hundred (\$1500.00) Dollars, to the Union Central Life Insurance Company, now on said land; and the Northwest one-quarter (N.W. $\frac{1}{4}$) of Section Thirty-two (32), Township Eleven (11), Range Eighteen (18).

TO HAVE AND TO HOLD the same, with all and singular the hereditaments, and appurtenances thereto belonging, unto the ssid party of the second part, and to his heirs and assigns forever; Provided, Always, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, the said Edward P. Harris, Jr. and Edward P. Harris Sr., have this day executed and delivered one certain promissory note in writing to the party of the second part, payable at Topeka, Kansas as follows, to-wit:

"\$3255.00 Topeka, Kansas, Dec. 4th, 1915.

Three years after date we promise to pay to the order of L. S. Harvey Three Thousand Two Hundred and Fifty-five Dollars, payable at Topeka, Kansas, with interest at 5% per annum, from date until paid. Interest payable semi-annually. Value received.

66cents revenue
postamps attached.

(Signed) Edward P. Harris, Jr.

(Signed) Edward P. Harris, Sr."

Now, if the said Edward P. Harris, Jr. and Edward P. Harris, Sr., shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said part_ of the

Recorded

June 21st 1967

J.D.R.

In consideration of full payment of the within mortgage I hereby release the same this

8th day of July 1919

TEST:

Estelle N. Hubbard

Register of Deaths