

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 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, or of 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 hereinabove 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 the 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, 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, 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 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  
Gus Ziesenis  
Chas E. Floyd.

John Edelbrook  
Kate Edelbrook

State of Kansas, Douglas County, SS.

Be it remembered that on this 4th day of Dec. A.D. 1915, before the undersigned August H. Fiehler a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came John Edelbrook and Kate Edelbrook, 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., 23rd., A.D. 1915, at 10:25 o'clock A.M.

Floyd L. Lawrence  
Register of Deeds,  
Sub. Mag. Deputy.

Alex C. Bryant and Maude Bryant, husband and wife Mortgage and Warrant to THE FARM MORTGAGE COMPANY, of Topeka, Kansas, real estate in the County of Douglas and State of Kansas, described as follows, to wit: The North one half of the Northwest Quarter of Section 27 in Township 13, South of Range 19, East of the 6th Principal Meridian, containing 80 acres, more or less, according to the United States Government Survey.

To secure the payment of \$125.00, due as follows:  
\$62.50 on the first day of November, 1916, \$62.50 on the first day of November, 1917.  
This mortgage is subject and second to a mortgage to The Farm Mortgage Company to secure the payment of \$2,500.00.

The said mortgagee or assigns may pay any sum or sums of principal or interest due and unpaid on the said prior mortgage; and on such payment shall be subrogated to the rights of the prior mortgage; or may pay the taxes on said land, and the amount so paid, for principal or interest or taxes, together with interest thereon at ten per cent per annum, shall be a lien on said premises and be secured by this mortgage.

If default shall occur in the payment of any sum or sums hereby secured, or in the payment of any portion of the principal or interest on said prior mortgage, or in the payment of the taxes on said premises when due, then the whole amount hereby secured shall immediately become due and payable and this mortgage may then be foreclosed.

Witness our hands, this 1st day of November, 1915.

Alex C. Bryant.  
Maude Bryant.

This is a duplicate of the original filed for record.