

And it is agreed that in case default be made in the payment of any installment of said note 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 of 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 redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon the 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 party of the first part, or any person claiming under her appoint a receiver for said premises to take possession thereof to collect 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 the expiration of the time to redeem therefrom, and 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 assessment sales remaining unredeemed at or prior to the foreclosure sale, and to pay insurance premiums necessary to keep the premises insured in accordance with the provisions of this mortgage and the expense of the receivership.

And it is agreed that the party of the first part will pay the party of the second part all reasonable expenses paid in procuring abstracts of title whenever such abstracts 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.

The said party of the first part hereby expressly waives and releases all rights and benefits she has 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 party of the first part has hereunto set her hand the day and year first above written.

In presence of
R. M. Morrison, F. Eliesner.

Lizzie Reynolds

State of Kansas, Douglas County, SS.

Be it remembered that on this 17th day of Feb A.D. 1916, before me the undersigned R. M. Morrison a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Lizzie S. Reynolds who is personally known to me to be the same person who executed the foregoing instrument of writing as grantor, and such person duly 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.

R. M. Morrison, Notary Public.

Commission expires Feb 23rd 1918 (SEAL)

Recorded March 9th., A.D. 1916, at 10:00 o'clock A.M.

Floyd L. Lawrence
Register of Deeds,
Geo. B. Hefel Deputy.

THIS INDENTURE, Made February 17, 1916 by and between Maurice E. Hamer and Anna L. Hamer, his wife of the County of Douglas State of Kansas, parties of the first part, and the BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven thousand (\$7000.00) Dollars, paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Sell and Convey unto the said party of the second part, its successors or assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The Northeast quarter of Section Fifteen (15) and the West half of the Northwest quarter of section Fourteen and the North half of the Southwest quarter of Section Twelve all in Township Thirteen South, Range Nineteen East of the Sixth Principal Meridian, containing in all Three Hundred Twenty acres, according to Government Survey.

TO HAVE AND TO HOLD Said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors or assigns, forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquishes all their marital and homestead rights, and all other contingent interest in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

PROVIDED ALWAYS, And this instrument is executed and delivered upon the following conditions:

FIRST, That said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Seven Thousand (\$7000.00) Dollars on the first day of March 1921 with interest thereon until maturity, at the rate of five per cent per annum, payable semi-annually, from March 1, 1916 according

7785

The following is a correct copy of the original instrument. - See No. 6715

7785

7785

7785

7785

7785

7785

7785

7785

7785

Recorded in the office of the Register of Deeds, Douglas County, Kansas, on March 9th, 1916.

914

914

914

914

914

914

914

914