

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 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.

Fred Bliesner  
R. M. Morrison

George L. Lown.  
Mary E. Lown.

State of Kansas, Douglas County, SS.

Be it remembered that on this 29<sup>th</sup> day of May A.D. 1916, before the undersigned R. M. Morrison a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came George L. Lown and Mary E. Lown, 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.

Commission expires Feb 23rd. 1918 (SEAL)

R. M. Morrison, Notary Public.

Recorded June 9th, 1916, at 9:50 o'clock A.M.

Floyd L. Lawrence  
Register of Deeds,  
Geo. C. Nibel  
Deputy.

THIS INDENTURE, Made this twenty-sixth day of May A.D. 1916, between Charles H. Eberhart and Mary M. Eberhart; his wife, of the County of Douglas and State of Kansas, parties of the first part, and The Northwestern Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, and having its principal place of business at Milwaukee, Wisconsin, party of the second part: WITNESSETH, That the said parties of the first part, in consideration of Eight thousand dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described real estate situated in the County of Douglas and State of Kansas, to wit:

The whole of the southeast quarter and the east half of the southwest quarter of section number twenty-four and the northeast quarter of section number twenty-six, all in township number twelve south, of range number seventeen east.

Together with the privileges and appurtenances to the same belonging, and all of the rents, issues and profits which may arise or be had therefrom.

TO HAVE, AND TO HOLD the same to the said party of the second part, its successors and assigns, forever,

And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrances, and hereby warrant the title thereto against all persons whomsoever.

CONDITIONED, HOWEVER, That if Charles H. Eberhart one of said parties of the first part, his heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, at the office of said party of the second part in the City of Milwaukee, Wisconsin, the sum of Eight thousand dollars, with interest, according to the terms of a promissory note bearing even date herewith executed by Charles H. Eberhart, one of said parties of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than Two thousand dollars, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition), with loss, if any, payable to said party of the second part, its successors or assigns as its or their interest may appear, and forthwith upon issuance thereof deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep the premises free from all statutory liens; and upon demand by said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to