protect the lien of this mortgage; all of which said parties of the first part heme by agree to do: then these presents to be void, otherwise to remain in full force. It is agreed that if the insurance above provided for is not promptly effected (a 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 hereinte fore provided to the said party of the second part, its successors or assigns, (whether electing to deolare the whole indebtedness hereby secured and collectible or not) may effect the insurance above provided for and pay the reasonable premius and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessment ther sof 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 instal-ment of said note or interest the reon when due, or if there shall be a failure to com-2 R ply 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 collectibel 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 My sale of said premises on foreolosure, any court of competent jurisdiction, upon application of the party of the second part, its successors or assigns, or the purchaser of 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 pos-session thereof to collect the rents issues and profits of said premises during the ? pendency of such forcelosure and until the time to redeem the same from the forcelosure 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 fit time to redeem therefrom, and to pay all taxes and assessments accring 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 unredcemed at or prior to the foreclosure sale, and to pay insurance promiums 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 indebt

edness 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 equi-ty 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 sbove written. In Presence of

Charles H: Eberhart. Mary M. Eberhart

Ross Iliff J. W. Kreider.

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129.00 24

P. This.

StAte of Kansas, Douglas County, SS.

Be it remembered, that on this 31 day of May A.D. 1916, before the undersigned Zella W. Iliff, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Charles H. Eberhart and Mary M. Eberhart, 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 severly acknowl-

edged 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 Feby 10-1918. (SEAL) Zella W. Iliff, Notary Public.

Recorded June 9th., A. D. 1916, at 3:15 o'clock P.M.

Taket

Deputy.

S. Marsh

in suren

interity.

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(The following is endorsed on the original instrument recorded in Book 55, page 173) 0000

KNOW ALL MEN BY THESE PRESENTS, That C. A. Fulton of Lawrence, Douglas County, in the State of Kansas, the within named mortgagee in consideration of Thirteen Hundred Pifty and no/100 Dollars to him in haid paid, the receipt whereof is hereby acknowl-edged, do hereby sell, assign, transfer set over and convey unto The Capitol Building and Loan Association, Topeka, Kansas, or assigns, the within mortgagerdeed, the real state conveyed and the promissory note, debts and claims thereby secured, and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, Nevertheless, to the conditions

therein named, IN WITNESS WHEREOF, The said mortgagee has hereunto set his hand this 9th day of June 1916. C. A. Fulton.

State of Kansas, Douglas County, SS. Be It Remembered, That on this 9th day of June A. D. 1916, before me John.C.Emick