

ment thereof being expressly waived), and may pay such liens, expenses and attorney's fees, and may pay 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 instalment 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 for taxes, assessments, insurance premiums, liens, expenses and attorney's fees hereinbefore 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 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 assessment sales remaining undredeemed 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 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 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  
R. M. Morrison  
Amelia Wulfschlegel

Christian F. Wulfkuhle  
Mary Wulfkuhle.

State of Kansas, Douglas County, Ss.

Be it remembered that on this 28 day of June 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 Christian F. Wulfschlae and Mary Wulfschlae, 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  
this 14th day of June 1964.

Commission expires Feb 23rd 1918. (SEAL)

R. M. MORRISON, Notary Public.

Recorded July 6th., A. D. 1916, at 10:20 o'clock A.M.

Floyd Lawrence  
Register of Deeds,  
Geo. C. Weigel  
Deputy.

KNOW ALL MEN BY THESE PRESENTS:

That Fidelity Trust Company of Kansas City Mo of the first part, in consideration of the sum of One Dollar, to it in hand paid by C. H. Tucker of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents does sell assign and convey unto the said party of the second part, all right, title and interest in and to a certain indenture of mortgage bearing date the 7th day of January in the year A.D. 1913 made by George Eoke and Cora Eoke to Fidelity Trust Co. of Kansas City Mo. and recorded in the office of the Register of Deeds in the County of Douglas and State of Kansas on the 7th day of January in the year A.D. 1913 in Book 50 of Mortgages at page 353 which said mortgage was duly assigned to \_\_\_\_\_ TO HAVE AND TO HOLD the said mortgage together with the notes and obligations therein described, unto the said party of the second part his executors, administrators or assigns, subject only to the provisions in said instrument.

IN TESTIMONY WHEREOF, Fidelity Trust Company of Kansas City Mo has caused these presents to be signed by its Vice President and its corporate seal to be affixed here-  
to by its Secretary, duly authorized for the purpose, this 11th day of January A.D. 1933  
(CORP. SEAL) Fidelity Trust Company

By F. C. Cochran, Vice Pres.

State of Missouri, County of Jackson, ss.

On this 11th day of January A.D. 1913 before me, the undersigned, a Notary Public duly appointed and qualified for, and residing in said County and State, personally appeared F. C. Cochran to me personally known to be the same person who executed the foregoing instrument as Vice President of Fidelity Trust Company and that in a seal affixed to the foregoing instrument is the corporate seal of said Company, and that

Recorded July 5<sup>th</sup> 1918

[illegible]