

And the said party of the first part hereby covenants that he has good right to sell and convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever.

Conditioned, However, That if the said party 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 Two thousand dollars with interest, according to the terms of a promissory note bearing even date herewith executed by the said party 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 the 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 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 insurance thereof deposit such policies with the said party of the second part, its successors and assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at the time, ordinary wear and tear only excepted; and shall keep said 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 protect the lien of this mortgage; all of which said party of the first part hereby agrees 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 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 hereinbefore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, 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 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 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 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 him appoint a receiver for said premises to take possession thereof to collect the rents, issue and profits of said premises during the pendency of such foreclosure and until then 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 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 party 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 party of the first part hereby expressly waives and releases all rights and benefits he 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 his hand the day and year first above written.

Fred Bliesner
R.M. Morrison

Fred S. Cowles

Recorded July 16th 1922

Exhibit 7 of Record
Register of Deeds

38. Following is a recital of the facts and circumstances in connection with the execution of this mortgage, to-wit: That the said party of the first part, Fred S. Cowles, is a resident of the State of Kansas, and the said party of the second part, Fred Bliesner and R.M. Morrison, are residents of the State of Wisconsin. That the said party of the first part, Fred S. Cowles, is the owner of the premises described in the foregoing mortgage, and that the said party of the second part, Fred Bliesner and R.M. Morrison, are the owners of the premises described in the foregoing mortgage. That the said party of the first part, Fred S. Cowles, has executed this mortgage in favor of the said party of the second part, Fred Bliesner and R.M. Morrison, for the purpose of securing the payment of the note and interest thereon, and for the purpose of securing the payment of the taxes and assessments on said premises, and for the purpose of securing the payment of the insurance premiums on said premises, and for the purpose of securing the payment of the attorney's fees and expenses incurred in connection with the execution of this mortgage. That the said party of the first part, Fred S. Cowles, has executed this mortgage in full satisfaction of the debt secured by the note and interest thereon, and for the purpose of securing the payment of the taxes and assessments on said premises, and for the purpose of securing the payment of the insurance premiums on said premises, and for the purpose of securing the payment of the attorney's fees and expenses incurred in connection with the execution of this mortgage.