

by foreclosure hereof, and the party of the second part, its successors or assigns, at the request of the holder or holders of said notes, may proceed to foreclose for the whole principal sum or sums, secured by this mortgage, and all accrued interest thereon, and all lawful charges paid or incurred in that behalf in connection with said foreclosure (including a reasonable attorney's fee, all outlays for documentary evidence, stenographer's charges, costs of procuring or completing an abstract of title to said premises, embracing the judgment ordering sale) and all payments made for liens, taxes, assessments, insurance premiums and tax sale redemptions, all of which interest charges and payments shall be added to the debt secured hereby, and included in any judgment in such foreclosure; and such foreclosure shall not be discontinued or dismissed, nor shall a release hereof be given until all such charges, expenses and disbursements shall have been paid. The legal holder or holders of the notes above described may at his or their option, extend the maturity of the same from time to time upon written agreement executed by the parties of the first part their grantee or grantees, assigns or legal representatives for such further periods, at such rate of interest and upon such conditions as may then be agreed on, and no such extension or agreement shall operate to impair the lien of this indenture nor release any maker of said notes from personal liability thereon.

The right of action hereunder is vested in the party of the second part, as trustee, but in case of its inability or refusal to act, the holder or holders of said indebtedness may proceed to enforce the provisions hereof in his or their own name or names.

The parties of the first part for said parties and for the heirs, executors, administrators and assigns of said parties waive all right to the possession of, and income from said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Trust Deed, the Court in which such bill is filed, may at once and without notice to the said parties of the first part, or to any party claiming under said parties, appoint a receiver to take possession, or charge, of said premises with power to collect rents, issues and profits of the said premises, during the pendency of such foreclosure suit and until the time to redeem the same from any sale thereunder shall expire.

If and when the full amount of said indebtedness has been paid, and all the aforesaid covenants and agreements have been fully performed, the said Trustee shall release said premises to the parties entitled to receive the same, on receiving its reasonable charges therefor.

The exercise of the rights and authority herein granted to pay taxes, take out insurance, collect rents, or royalties, shall be optional with the party of the second part or the holder of said mortgage indebtedness and not obligatory, and neither the party of the second part nor the holder of said indebtedness shall in any case be liable to the mortgagee for a failure to exercise any such authority.

WITNESS the hands and seals of the parties of the first part the day and year first above written

Signed in presence of
C. E. Corey
Mary A. Williamson

Albert Griffin (seal)
Emeline Griffin (seal)

State of Kansas }
Douglas County } ss:

Be It Remembered, That on this 8th day of February, 1917, before me, the undersigned, a Notary Public in and for said County and State, came Albert Griffin and Emeline Griffin, 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 acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.

My commission expires Dec. 16, 1918.

C. E. Corey,

Notary Public in and for Douglas County
Kansas.

The principal note--- mentioned in the within Trust Deed has---been identified herewith.

Kansas City Title and Trust Company

By

Vice-President.

Recorded on the 13th of February, A. D., 1917
at 9:58 o'clock, A.M.

Emeline Northrup
Register of Deeds.

Recorded Aug. 2, 1917

The following is entered in the original instrument
shown all over by their presence, that Albert & Emeline, the mortgage
written named does hereby acknowledge full payment of the note by the
foregoing parties and all other obligations of the parties of the first part
known, known, in discharge of the same by record.
The 21st day of February, 1917, from the County of Douglas, State of Kansas