

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 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 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 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 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.

In presence of

Chas. B. Floyd.

A. H. Fiehler.

Herbert J. Landon,

Annie S. M. Landon

STATE OF KANSAS: DOUGLAS COUNTY: SS:

Be it remembered, that on this 1st day of May, A. D. 1917, before the undersigned August H. Fiehler, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Herbert J. Landon and Annie S. M. Landon, 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 they 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 written.

My commission expires Feb. 2, 1918. (LEGAL SEAL) August H. Fiehler, Notary Public.

Recorded on May 11th, A. D. 1917,
at 9:55 o'clock, A. M.

William W. Watkins
Register of Deeds,
Leone Walton Deputy.

RELEASE.

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Frederick Wetzstein and Katharine Wetzstein, his wife, to John Brown dated October 1, 1858, which is recorded October 2, 1858, in Record Book A., page 607 of the records in Office of Register of Deeds, Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released, by the following named persons who are the sole and only heirs at law of said John Brown, now deceased: Caroline Mentzer, Kate Dean, Mary Brown, daughter of John Brown, Gus J. Brown, Charles F. Brown, Beulah Brown, Annie E. Brown, Martha M. Matney, Joe J. Brown, Pearly P. Brown, Lloyd E. Brown. Dated this 1st day of May, A. D. 1917.

Mrs. Mary Brown, Joe J. Brown, Annie E. Brown,
Caroline Mentzer, Pearly P. Brown, Martha M. Matney
Kate Dean, Lloyd E. Brown, Beulah Brown,
Gus J. Brown,
Charles F. Brown,

STATE OF KANSAS: FRANKLIN COUNTY: SS:

Be it remembered, That on this 3rd day of May, A. D. 1917, before me, Glen H. Hill a Notary Public in and for County and State, came Mary Brown to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires May 15, 1917. (LEGAL SEAL) Glen H. Hill, Notary Public.

STATE OF KANSAS: DOUGLAS COUNTY: SS:

BE IT REMEMBERED, That on this 12th day of May, A. D. 1917, before me, Zella W. Illiff, a Notary Public in and for said County and State, came Gus J. Brown, Charles F. Brown, Beulah Brown, Annie E. Brown, Martha M. Matney, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged