

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, 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 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.

Henry J. Deister,

In presence of

August Walter,
Una S. Kreider,

State of Kansas,)
Douglas County,) ss.

Be it remembered that on this 27th day of Dec. A.D. 1918, before the undersigned J. W. Kreider a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Henry J. Deister who is personally known to me to be the same person who executed the foregoing instrument of writing as grantor, and such person duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my official the day and year last written.

My commission expires Jan. 8, 1922.

(L.S.)

J. W. Kreider,
Notary Public.

Recorded January 23, 1919, +
At 11:00 o'clock A.M.

Estelle Northrup,
Register of Deeds,
Seminole
Deputy.