

said premises insured in accordance with the ~~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 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 she has in said premises as a homestead under any law or equity relating to the alienation exemption of judicial sale of homesteads.

In witness whereof, the said party of the first part has hereunto set her hand the day and year first above written.

Sallie L. Bryan.

In presence of

F. Bliesner,

R. M. Morrison,

State of Kansas,)

Douglas County,)ss.

Be it remembered that on this 23 day of Nov. A.D. 1920, before the undersigned R. M. Morrison a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Sallie L. Bryan 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 seal the day and year last written.

R. M. Morrison,

Commission expires Feb. 23rd. 1922.

(L.S.)

Notary Public.

Recorded Dec. 7, 1920, *
At 9:55 o'clock A.M.

Edwin M. Gwynn,
Register of Deeds,
Fernie E. Gwynn,
Deputy.

RELEASE.

In consideration of the payment of the debt named therein, I release the Mortgage made by E. H. Balco and Bertha B. Balco, husband and wife to E. S. Welch and by him assigned to none which is recorded in book 52 of Mortgages, page 64 of the records of Douglas County Kansas.

Witness my hand this 2nd day of Dec. 1920.

E. S. Welch,

State of Iowa,)

County of Page,)ss.

On this 2nd day of December A.D. 1920, before me personally appeared E. S. Welch to me known to be The person named in and who executed the above release, and acknowledged that he executed the same as his voluntary act and deed.

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

R. M. Gwynn,

Notary Public in and for said

(no date of expiration.)

(L.S.)

County.

Recorded Dec. 8, 1920, *
At 8:00 o'clock A.M.

Edwin M. Gwynn,
Register of Deeds,
Fernie E. Gwynn,
Deputy.

MORTGAGE.

Know all men by these presents, that E. P. Day and Ellen Gaskill Day, his wife of the County of Douglas and State of Kansas, for and in consideration of the sum of Two Thousand Dollars, in hand paid by The Aetna Building and Loan Association, of Topeka, Kansas, do hereby sell and convey unto the said The Aetna Building and Loan Association, and its successors, the following described premises, situated in the County of Douglas and the State of Kansas, to wit :

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17), Block Twenty-one (21), in the city of Leocompton, Douglas County, Kansas.

To have and to hold the above granted premises, with all the appurtenances thereto belonging, unto the said grantee and its successors, forever.

And the said Grantors, for themselves and their heirs, executors and administrators, covenant with the said Grantee and its successors, that the said premises are free from incumbrance, and that they have a good right and lawful authority to sell the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said grantors for themselves and their heirs, executors, administrators and assigns, hereby further promise and agree that if at any time the above described real estate be not occupied by the then owners thereof as a homestead, the rents and profits accruing from the use thereof are hereby assigned to the said The Aetna Building and Loan association to be collected by it, and all or so much as may be necessary of the money so collected may be used and applied by it in liquidation of the above obligation, the balance, if any, to be turned over to the legal owners of said real estate.