

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 of 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 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 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 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 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.

William P. Henry,
Minnie Henry,

In presence of
Karl M. Kreider,
Aug. Hildenbrand,

State of Kansas,)
Douglas County,)ss.

Be it remembered that on this thirtieth day of Dec. A.D. 1920, before the undersigned J. W. Kreider a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came William P. Henry and Minnie Henry, 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 and 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.

J. W. Kreider,
Notary Public

Commission expires Jan. 6th, 1922.

(L.S.)

Recorded Jan. 10, 1921,
At 2:30 o'clock P.M.

E. J. Northrup
Register of Deeds,
Topeka, Kansas.
Deputy.

MORTGAGE.

Know all men by these presents, that J. A. Latham and Fay B. Latham, his wife, of the County of Douglas and State of Kansas, for and in consideration of the sum of Twelve Hundred 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:

The West One-half ($\frac{1}{2}$) of Lot One Hundred six (106) and the North One-half ($\frac{1}{2}$) of Lots One Hundred eight (108), One Hundred Ten (110) and One Hundred Twelve (112), all on Lincoln Street in Baldwin City, 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 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 foregoing is endorsed on original instrument.
Now all men be advised that this 22nd day of Jan. 1921
Recorded Jan 22 1921

For Release see next page