

part, its successors or assigns; and shall keep the building and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens; and upon demand by said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by 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 parties of the first part hereby agree 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 therefore 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 of the terms or conditions of 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 with out 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 ~~#####~~ 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 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.

In presence of
Witnesses as to signatures of Harvey
H. and Amy R. Miskimen.

ALMA MYER
OTTO G. DURR

HARVEY H. MISKIMEN

AMY R. MISKIMEN

WILLIAM C. MISKIMEN

Witnesses as to signature of
William C. Miskimen.

JOE E. KRUMSICK
JAS. M. SPURLOCK

STATE OF KANSAS)
) SS.
DOUGLAS COUNTY)

Be it remembered that on this 23rd day of Dec. A.D. 1922, before the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Harvey H. Miskimen and Amy R. Miskimen, his wife, who

Recorded July 7, 1932
H. E. Brubaker

the following is a true and correct copy of the original instrument
the original instrument was filed for record in the office of the
Recorder of Deeds of Douglas County, Kansas, on the 23rd day of
December, 1922, and the same was duly recorded in Book 10, Page 642
of the public records of said county and state.