

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 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 instalment 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 further 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 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, 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  
Geo. L. McCarty  
Edna Lasswell.

Fred H. Nace  
Clara E. Nace

State of Kansas }  
Douglas County } SS

Be it remembered, That on this 14th day of June 14, A.D. 1926 before the undersigned J.W. Kreider a Notary Public in and for the county and state aforesaid, duly commissioned and qualified, personally came Fred H. Nace and Clara E. Nace 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.

IS  
Commission expires Jan 8th, 1930

J.W. Kreider  
Notary Public.

From  
Central Trust Co  
To  
Equitable Life Ins. Co.

ASSIGNMENT

State of Kansas, Douglas co. ss  
This instrument was filed for record  
June 17, 1926. At 10:55 A.M.

*J. E. McMillan*  
Register of Deeds.

(The following is endorsed on original instrument Book 70, page 11)  
For Value Received, The Central Trust Co., hereby assigns the within Mortgage and the debt secured thereby to Equitable Life Ins. Co. of Iowa, Des Moines, Iowa May 26, 1926.

The Central Trust Co.

By-Chester Woodward-Vice president.

State of Kansas }  
Shawnee County } SS

Be it remembered, That on this 26th day of May, 1926 before me the undersigned, a Notary Public in and for the county and state aforesaid came Chester Woodward, vice president of the Central Trust Co., a corporation to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation and he duly acknowledged the execution of the same as his free act and deed as such officer and the free act and deed of said corporation.

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

IS  
Commission expires December 11, 1927.

Sidney S. Smith.  
Notary Public