

Conditioned, However, That if Henry J. Deister one of said parties of the first part his heirs, executors, administrators assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, at the office of said party of the second part in the City of Milwaukee, Wisconsin, the sum of Five Thousand Dollars with interest, according to the terms of a promissory note bearing even date herewith executed by Henry J. Deister one of said parties of the first part to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than thirty five hundred dollars and against tornadoes to the amount of not less than Thirty five Hundred dollars (provided, however, that if the policies of such insurance contain any condition or provisions as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition), with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof deposit such policies with the said party of the second part its successors or assigns, and shall keep the buildings 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.

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 notice to the parties of the first part or any person claiming under them appoint a receiver for said premises to take possession of 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-ables 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.

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.

Henry J. Deister  
Lillian E. Deister

State of Kansas      I  
Douglas County      ISS

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

*Eric E. Armstrong*  
Register of Deeds

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