

## MORTGAGE RECORD 75

become immediately due and payable although the time expressed in said note for the payment thereof shall not have arrived, and said holder or holders may forthwith enter into and upon the above described premises and sell and dispose of the same and all benefit and equity of redemption of the said party of the first part, and out of the money arising from such sale, to retain the principal and interest which shall be then due on the said note and the sum of such other debts that may be due against, said premises together with the cost and charges of foreclosure, or may sell said premises at public auction after complying with the statutes in reference to foreclosure and sale of real property, of the State wherein said property is located and the purchaser thereof shall not be required to see to the application of the purchase money nor of the proceeds of said sale, or a writ of Scire Facias may forthwith be issued hereon and prosecuted to judgment and execution and sale by said Trustee and all stay of and/or exemption from execution or extension of time of payment which is or shall be given by law, is hereby forever waived and released.

IT IS FURTHER COVENANTED AND AGREED that in case of foreclosure the court in which said bill is filed may at once and without notice to the said party of the first part or any party or parties claiming under said party, appoint a receiver for the benefit of the legal holder or holders of the indebtedness secured hereby, with power to collect the rents, issues and profits of the said premises during the pendency of such foreclosure suit and until the time to redeem the same from any sale that may be made under any decree foreclosing this Trust Deed shall have expired, and such rents, issues and profits are hereby assigned to the legal holder or holders of the indebtedness hereby secured as further security for payment of same.

IN CASE OF FORECLOSURE of this Trust Deed in any court of law or equity, a reasonable sum shall be allowed for the attorneys' fees of the complainant in such proceeding and also outlays for documentary evidence and the cost of a complete Abstract of Title to said premises, and for an examination of title for the purpose of such foreclosure; and in case of any other suit or legal proceeding wherein the said party or parties of the second part or the holder or holders of said note shall be made a party or parties thereto by reason of this Trust Deed, the reasonable fees and charges of the attorneys of the party or parties of the second part, and of the holder or holders of said note so made parties for services in such suit or proceedings shall be a further lien and charge upon the premises under this Trust Deed; and all such attorneys' fees and other charges with interest at the highest rate for which it is permissible to contract from the date of payment shall become and be so much additional indebtedness secured by this Trust Deed to be paid out of the proceeds of the sale of said premises or from rents, as other costs, if not paid by the party or parties of the first part. In any action or proceeding to foreclose this Trust Deed, or to recover or collect the debt secured hereby, the provisions of law respecting such action or proceeding and the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

IT IS EXPRESSLY COVENANTED AND AGREED That, in the event of the breach of any of the covenants affecting the chain of title to the above described property, whereby the right of reversion exists in the Grantor, his heirs or assigns, or whereby for any reason whatsoever the lien of this Trust Deed, as a first and valid lien on the above described property becomes impaired; the holder or holders of the note hereby secured, shall have and hereby is given the right, privilege and option to declare the whole amount of the principal then due on said note, together with the accrued interest thereon, immediately due and payable, and to thereupon foreclose this Trust Deed.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that no transfer or conveyance of the premises herein described shall be valid or effective during the continuance and existence of this trust unless all the covenants herein mentioned have been fully complied with by the party of the first part and all accrued interest and principal up to the date of such transfer have been duly paid.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD That the entire amount of the consideration heretofore expressed, which this Trust Deed is given to secure, is to be used and applied by the party of the first part, solely for the erection and construction of said dwelling on said premises and is not to be used or applied for any other purpose whatsoever.

AND FOR THE CONSIDERATION AFORESAID, the said party of the first part does hereby release relinquish and waive all rights and benefits of homestead, if any, under and by virtue of the laws of the State wherein said property is located, and does hereby further expressly waive all laws, if any pertaining to valuation and appraisement, and any other law that is now, or may hereafter be in force affecting the premises above described.

IT IS FURTHER AGREED by any between the parties hereto that the party of the first part shall have the privilege to make additional payments on the principal sum of said note at any interest-paying time, such additional payments shall not be less than One hundred Dollars (\$100) at any one payment.

WHERE ALL THE AFORESAID COVENANTS AND AGREEMENTS have been fully performed, the said Trustee shall reconvey the said premises to the party entitled to receive the same, or otherwise satisfy, discharge or release in the manner prescribed by law the lien created by this Trust Deed or Mortgage.

IN CASE OF THE RESIGNATION, DEATH, INABILITY, FAILURE OR REFUSAL TO ACT of the said party of the second part at any time when his action may be required by any person legally entitled thereto, then John R. Bentley of said City of Chicago, is hereby appointed and made successor in trust to the party of the second part under this Trust Deed. And in the event both the Trustees herein named are rendered incapable for any reason, from acting as such hereunder, then and thereupon the public official acting in the capacity of Recorder of Deeds, of the County in which the property hereinabove described is located, is hereby appointed and made successor in trust under this Trust Deed. Each successor in trust shall have identical powers and authority and the title to said premises shall thereupon become vested in such successor in trust for the uses and purposes herein set forth.

WITNESS THE HAND AND SEAL of the said party of the first part the day and year first above written.

Signed, Sealed and delivered,  
In the presence of S. A. Wood  
Witness.

Margaret L. Perkins (Seal)

Lucille De Woody  
Witness

STATE OF KANSAS, COUNTY OF DOUGLAS, SS.

On this 6th day of July A. D. 1929, before me, a Notary Public, in and for said County and State came Margaret L. Perkins, a single woman, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal the day and year last above written.

Legal Seal

S. A. Wood  
Notary Public Douglas County, Kansas.

My commission expires Apr. 10, 1935

Recorded July 13, 1929 A. D. at 1:00 P. M.

*E. S. & Associates* Register of Deeds