

same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part or assigns may at its option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten per cent, per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage.

And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior or senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten per cent, per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct.

Privilege is given the said parties of the first part, their heirs or legal representatives, to make payments on said principal note, in sums of one hundred dollars, or any multiple thereof, at the maturity of any one of the aforesaid interest coupons, and the amount so paid shall be credited on said principal note, whereupon each of said interest coupons, not then matured, shall have a rebate credit in a sum in proportion to the amount so paid and credited on said principal note.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the cost and expense of the parties of the first part; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

John E. Rake (Seal)
Lavina Rake (Seal)

State of Kansas, County of Douglas, SS.

Be it remembered, that on this 10 day of September, A.D. 1915, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John E. Rake and Lavina Rake, husband and wife, who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly 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 above written.

Term expires Feby 10 1918 (SEAL) Zella W. Iliff, Notary Public, Douglas County, Kansas.

Recorded Sept., 10th., A. D. 1915, at 8:10 A.M.

Clayton L. Lawrence
Register of Deeds,
Geo. B. Neff
Deputy.

THIS INDENTURE, Made this 8th day of September, in the year of our Lord, one thousand nine hundred and fifteen between F. M. Hookenberry and Susannah Hookenberry, his wife of ___ in the County of Douglas and State of Kansas of the first part, and J. L. Hughes party of the second part:

WITNESSETH, that the said parties of the first part, in consideration of the sum of Five Hundred Fifty Dollars, then duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do Grant, Bargain, Sell and Mortgage to the said party of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

Lots Nos Seven (7) and Eight (8) and a strip of land fifty (50) feet wide, laid out for a street, lying between said two lots, all in the vacated town of Black Jack and otherwise described as follows:- Beginning at a point 273 feet West and 105 feet South of a stone established at the center of the Northeast Quarter of Section Seven (7), Township Fifteen (15) Range Twenty one, thence West 497 feet, thence North 373 feet, thence East 497 feet, thence South 373 feet to point of beginning, Containing Four acres and 36 Rods more or less.

Also the following described lands:- Lot 6 in Vacated town of Black Jack, Two and 7/100 acres more or less in the West half of the West half of the Northeast Quarter of Section 7, known as Lot No 5 in the village of Black Jack, also a strip of land forty five feet wide by 350 feet long lying between lots 5 and 6 in the vacated town of Black Jack also 37/100 of an acre, more or less, situated between descriptions lots No 2 and 3 in vacated town of Black Jack described as follows: Beginning at the southwest corner of said Lot No Two, thence North 300 feet, thence West 50 feet, thence South 300 feet, thence East 50 feet to the point of beginning, also One and 44/100 acres more or less in the South half of the Northeast quarter of the Northeast quarter of Section Seven known as Lot No 2 in vacated town-site of Black Jack and

The following is endorsed on the original instrument
The within Mortgage having been paid in full, it