142

to be released at the expense of the said party of the first part, dtherwise to remain in full force and effect.

in full lorge and effect. And the said party of the first part does hereby covenant and agree to pay or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any together with all costs and expenses of collection, if any there shall be, and any costs, incurred and paid by the said party of the second part, its successors or as-signs, in maintaining the priority of the mortgage; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgege, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said party of the first part hereby further covenants and agrees to pay all taxes, general or special, which may be assessed upon said land, premises or propall taxes, general or special, which may be assessed upon said land, premises or property; also to abstain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of $\frac{1}{2}$ in insurance companies acceptable to the said party of the second part, its successors or assigns, and to assign and deliver to it or them all policies of insurance on said pullings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessmenty; make such repairs, or effect such insurance, and the amounts paid the<u>refore</u>, with interest thereof from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part of, and in the same manner as the principal sum hereby secured.

with, as a part of, and in the same manner as the principal sum hereby secured. And the said party of the first part does further covement and agree that in case of default in payment of any installment of interest, or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwice, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the pay-ment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgement rendered shall provided that the whole of et. of default in payment of any installment of interest, or in the performance of any of and in case of foreclosure, the judgement rendered shall provided that the whole of di-said premises be sold together and not in parcels. IN Witness: WHEREDF; The said party of the first part has hereunto set his hand

the day and year first above written.

C. E. Collins

State of Kansas, County of Douglas, SS. On this 31st day of July A.D. 1915, before me, the undersigned, a Notary Public in and for said County and State, personally appeared C.f:Collins, a single man, to me known to be the same person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his act and deed,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, on the day and year last above written. Ino. L. Kreeck, notary Public My commission expires Jany 19th, 1918,

Recorded Nov., 19th., A.D. 1915, at 2:40 o'clock P.M.

0 12 ter of Deeds, Aco. 6. Meta Deputy.

on the original instrument:

following is conforced

The

FOR VALUE RECEIVED, We hereby sell, transfer and assign to Z. T. Remick, all our right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by Ruth Langley, a single woman to <u>Peoples</u> State. Bank of Lawrence, Kansas, which mortgage is recorded in Book 48 of Mortgages, Page 107, in the Office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, We have hereunto set aur hand, this 2nd day of May 1911.

(Corp. Seal)

Peoples State Bank, of Lawrence Kansas. By W. Bromblsick, President.

CONTRACTOR OF CONTRACTOR OF

State of Kansas, County of Douglas, SS. BE IT REMEMBERED, That on this 20th day of November 1915, before me, a Notary Public in and for said County and State, came W. Bromelsick, President of the Peoples State Bank, Lawrence, Kansas to me person-ally known to be the same person who execution ted the foregoing instrument, and duly acknowledged the execution of the same, to be the act and dead of said corporation.

IN WITNESS WHEREOF, I have hereunte set my hand and affixed my official seal the day and year last above written. My commission expires September 15, 1918(SEAL)

E. J. Hilkey, Notary Public.

Recorded Nov., 20th., A.D. 1915, at 3:10 o'clock P.M.

Hoyd L. Lawrine Register of Deeds, Geo, le, Wetzet Deputy.