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And the said parties of the first part do further covenant and agree that in case of default in payment of any installment of interest, or in the performance of 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 succ-essors or assigns, may, without notice, declare the entire debt hereby secured immed-iately due and payable, and thermison, or in case of default in payment of said pro-missory 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 otherwise, as it may elect, and to the subsequent rents and premises, by receiver or there which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that

the whole of said premises be sold together and not in parcels. In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Edw. T. Riling, Abbie Riling,

State of Kensas,) County of Douglas,)ss.

County of Douglas,)ss. On this 1st day of March A.D. 1918, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Edw. T. Riling and Abbie Kiling his wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and affixed my official seal, on the day and year list above written.

My commission expires Jan. 23, 1919. Recorded September 14th, 1916, At 11:05 o'clock A.M.

Notary Public.

Estelle Morchuck, Register of Deeds, Ferne Flora Deputy.

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VORTGAGE.

This indenture, made this 27th day of August A.D. 1918, between John Fritzel and This indenture, made this 27th day of August A.D. 1916, between John Fritzel and Margaret Fritzel, his wife, of the county of Douglas and State of Kansas parties of the first part, and The Farmers State and Savings Fank, a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part: Witnesseth, that the said parties of the first part, in consideration of the sum of Six thousand and no/100 Dollars, in hand paid, the receipt whereof is hereby ack-nowledged, do hereby grant, haveain sell and convey unto the said party of the second

nowledged, do hereby grant, birgain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of Douglas and state of Kansas, to wit:

All of the most ten (10) feet of Park lot Number One (1) and all of Park lobs numbered Three (3) and Five (5) in the City of Lawrence, Kansas.

To have and to hold the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; and the said parties of the first part hereby covenant that at the delivery forever; and the said parties of the first part hereby covenant that at the delivery hereof they are lawfully seized of said promises and have good right to convey the same; that said promises are free and clear of all incurbrances; and that they will warrant and defend the same against the lawful claims of all persons whoresever, Provided, However, that if the said parties of the first part, shall pay or cause to 1 be paid to the said party of the second part, its successors or assigns the principal sum of Six Thousand and No/100 (%6000.00) Dollars, on the 27th day of August A.D. 1921, with interact thereon at the rate of six per cent per annum, payable semi-annually on the 27th days of February and August in each year, together with interest at the rate of the per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the sare becomes due or payable, acc-ording to the tenor and effect of a certain promissory note, and six coupon interest part and payable to the party of the second part or its order at the office of said note may in writing designate, which note represents a just indebtedness and an actual loan from the party of the second part to the parties of the first part and singular the covenants herein contained; then this mortgage to be void and to be released at the expense of the said parties of the first part, and shall loan from the party of the second part do 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 eany costs, incurred and neid by the said narty of the second part of the second part is to successare on accident hereof they are lawfully seized of said premises and have good right to convey the

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 assigns in maintaining the priority of this 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 mortgage, and may be recovered with interest at ten per cent in any suit to foreclese this mortgage.

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