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C. Lander Stander

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It is further stipulated and agreed by the first party that upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a , paid by rance and otect the receiver appointed by the court to take possession and control of the premises described herein and to collect the rents and profits thereof, under the direction of the court, d all pulle without the proof required by statute, the amount so collected by such receiver to be applied, under the direction of the court, to the payment of any judgment rendered or to fore-ums. appriled, under the direction of the correst to one pyment of any gagment tenders. In case this mortgage is foreclosed, the sile thereunder may be made withor without appraisement, at the option of said second party, its successors or assigns. on the 7 the rules 1530 ein shall and con-Dated this 17th day of February 1922. s thereof te, the A. J. Osborn, Signed in presence of the cour Martha C. Osborn, Revenue Stamps affixed to promissory note. closure N. State of Kansas, e made Douglas County, )ss. success. Be it remembered, that on this 17th day of February 1922 before me, a Notary Public m to in and for said County and State, came A. J. Osborn and Martha C. Osborn, his wife who are ir hands personally known to me to be the same persons who executed the foregoing instrument of Beccon writing, and such persons duly acknowledged the execution of the same. " verent d Witness my hand and official seal the day and year last above written. Fuce John C. Emick, My commission expires January 13th, 1924. (L.S.) Notary Public. N Recorded Feb. 18, 1922, (in At 8:55 o'clock A.M. е пе а Jonging telle Monthruck tha C. Ferre Buchner ho vledged MORTGAGE . af m Deputy. This Indenture, Made this lst day of March in the year of our Lord one thousand nine hundred twenty two between C. Rarmond Vaugha and Lida\_Vaugha his wife in the County of Douglas and State of Kansas, of the first part, and Frank H. Wacker, of the second part, Witnesseth, that the said part\_of the first part, in consideration of the sum of Thirty Three Rundred Dollars, to them duly paid, the receipt of which is hereby acknowledged have fold 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 thract or pircel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: written. 20 Public. 65. 1 Juces bur in the County of Douglas and State of Kansas, described as follows, to wit: the 6 10 The Northeast quarter of section twenty township fourteen range nineteen barr. with the appirtenances, and all the estate, title and interest of the said parties of the 01 first part therein. And the said C. Raymond Vaughn and Lida Vaughn his wife do hereby Los When ----covenant and agree that at the delivery hereof they are the lawful owners of the premises State of Plongage . above granted, and seized of a good and indefeasible estate of inheritance therein, free above granued, and select of a good and indefensible estate of inneritance therein, tree and clear of all incumbrances, except a loan of thirty five hundred to Central Trust Company and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Thirty Three Hundred Dollars, according to the terms of a certain promissory note this day executed by the said C. Raymond Vaughn and Lida Vaughn his wife to the said party of the second part; said note being given for the sum of Thirty Three Hundred Dollars, diced March lat, due and payable in The ware for a determine the note the theory that the said the said to the said convey to 1 SSOTS OF lection ing .. 1 of ast 18 at the in Three year\_from date hercof with interest thereon from the date thereof until paid, and Contract in. according to the terms of said note and coupons thereto attached. hains; And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part ion the state wnship 1 hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgages cipal ted 266 ms of in the sum of ... dollars, in some insurance company satisfactory to said mortgagee, in default where of the said mortgagee may pay the taxes and accruing penalties, interest and same costs, and insure the same at the expense of the part...of the first part; and the expense same 3 of such taxes and accuring penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-descri even 2 ed premises, and shall bear interest at the rate of ten per cent. per annum. But if default the be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon and all taxes ivered Confront See Beals .id r mortand accruing penalties and interest and costs thereon remaining unpaid or which may have arty, in been paid by the part ... of the second part, and all sums paid by the part ... of the second void part for insurance, shall be due and payable, or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, .... executors and of said administrators and assigns, at any time thereafter, to sell the premises hereby granted, or er the any part thereof, in the manner prescribed by law-appraisement hereby waived or not, at cure the option of the part of the second part ... executors, administrators, or assigns; and out full. of all the moneys arising from such sale to retain the amount then due or to become due id according to the conditions of this instrument, together with the costs and charges of en per Her making such sale, and the overplus, if any there be, shall be paid by the part..making such said d all sale, on demand, to the said C. Raymond Vaughn and Lida Vaughn his wife their heirs or ry-lien assigns. In testimony whereof, the said parties of the first part have hereunto set their annum, hands and seals the day and year first above written. ied in note C. Raymond Vaughn, (Seal) h Signed and delivered in presence of Lida K. Vaughn, (Seal) issions entioned