335

of such hould any by or said indebt_ secured i to collect may elect. i when due. h be faiththis mort-Tf. howond or and permake any 11 be made. secured older of oon be foreof said entum per with such s shall or any othe extinguish ssion therethe sage and

pon the rein shall and conts thereof ute, the f the he fore-

be made s successo-

hand and

e a Notary sonally of writing d Agnes

e written.

ublic.

thak, Deeds, Buckner. puty. first New or assigns cribed rents.

ection t of the) and the two (22) , Range 104 acres

ver. he same he same

spectively num pay-Missouri.

made and delivered this day by the first party to the second party, and secured hereby, be paid according to the terms thereof, and the several coupons mamed in said prior mortgage be paid as herein provided, and the several agreements made by said first party, in said prior mortgage be faithfully performed, then this conveyance shall be void and be released at the expense of the first party or assigns.

40 I', however, any of said promissory notes or any of said coupond become delinquent, or the second party pay out any sum or sums under the terms of said prior mortgage, insurance, taxes, assessments, or to propure release of statutary lies closes on the insurance, taxes, assessments, or to procure release of statutory lien claims, or the said S prior mortgage is paid off in full, then, at the election of said second party, the whole w of the balance of said installment note shall become due and shall bear interest at the Grate of ten per centum per annum from the date thereof; and to any judgment rendered upon 00 y said note there may be added the amount of the said coupons then delinquent, and all the S sums so paid for insurance, taxes, assessments, and to release summary inclusions of a sum so paid for insurance, taxes, assessments, and to release summary, and the proceeds of interest upon all said sums at the rate of ten per centum per annum, and the proceeds of the entire state of the applied in the payment of the entire sums so paid for insurance, taxes, assessments, and to release statutory-lien claims with Amount so found to be due; the said installment note secured by this mortgage is given in \mathfrak{V} d consideration of services rendered and expenses of second party in and about the making 19 New and sale of, and for commissions upon the loan of money to the said first party, secured by the prior mortgage mentioned above.

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 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, 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 amount found due upon the foreclosure of this mortgage.

In case this mortgage is foreclosed, the sale thereunder may be made with or without appraisement, at the option of said second party, its successors or assigns. 00

Dated this 1st day of March 1922. Signed in presence of

Arnes H. Crumley,

D. C. Asher.

Register of Deeds,

With Strates in

an interesting

3- A. C

and the second second second second second

Fine Buckned. Deputy.

Notary Public.

Revenue Stamps affixed to promissory note.

State of Kansas,) Douglas County,)ss.

B

4

5E

- Dug

tinge

Her Her

S.

部

24 1926

april

Recorded

Wells

00

200

Release Les net Page

0

Be it remembered, that on this 11th day of Mar. 1922, before me, a Notary Public, in and for said County and State, came Agnes H. Crumley single, who is personally known to me to be the same person who executed the foregoing instrument of writing, and such person dulygacknowledged the execution of the same. And the said Agnes H. Crumley further declares herself to be single and unmarried.

(L.S.)

Witness my hand and official seal the day and year last above written.

My commission expires Mar. 20, 1924.

Recorded March 13, 1922, ' At 12:00 o'clock M.

LORTGASE.

This indenture, made this first day of March in the year of our Lord nineteen hundred and twenty two by and between Alpha Chi Cmega (Phi Chapter) By N. C. Stubbs, President: Kargaret Armstrong, secretary of the County of Douglas and State of Kansas, parties of the first part, and The Central Trust Company, party of the second part; Witnesseth, that the said parties of the first part, in consideration of the sum of

Seven Thousand Dollars, to them in hand puid, the receipt whereof is hereby acknowledged, do by these presents grant, Bargain, sell and convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

All of Lot Numbered Six (6) of Gread Heights, a subdivision of Block Numbered Three (3) of Oread Addition to the City of Lawrence, except that part of said Lot as (3) point of the Northeast corner of Lot numbered six (6); thence West along the North Line of this Lot Twenty Five (25) feet; thence South on line between Lots Numbered Six (6) and Seven (7), Twenty Five (25) feet, thence east parallel to the North line of this lot Twenty Five (25) feet; thence North along East line of said Lot to point of beginning.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims

Provided, ALways, and these presents are upon the following agreements, covenants and conditions, to wit:

and conditions, to with First. That the parties of the first part are justly indebted to the party of the second part in the sum of Seven Thousand Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable on the first day of March 1929