

inoperative or void, then and in any such event, the debt hereby secured without deduction, shall, at the option of the party of the second part, and without notice, become immediately matured, due and collectible notwithstanding any thing contained in this mortgage or any law hereinafter enacted. The parties of the first part further agree to furnish to the holder of this mortgage, on or before July 15th of each year, a certificate of the proper authority, showing full payment of all such taxes and assessments for the preceding year.

Fifth, That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the said premises, pay any costs, charges or attorney fees necessary to maintain the priority of this mortgage, pay any of the above mentioned taxes or assessments, make all needed repairs and effect the required insurance; and any sums so paid shall become a lien upon the said real estate and be collected as a part of the principal debt hereby secured with interest at ten per cent per annum.

Sixth, That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind themselves, their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

Seventh, That if such payment as are herein specified be made, this covenant shall be void: but in case of default in any payment of any installment, either of interest or of principal 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 may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said principal debt upon maturity, the said party of the second part shall be entitled to the immediate possession of said premises and to receive the rents and profits therefrom as additional and collateral security for the indebtedness hereunder, and may proceed to foreclose this mortgage; and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of ten per cent per annum; and in case of foreclosure the judgment rendered shall provide that the real estate shall be sold in the entirety and not in parcels, and any then existing law reducing the present redemption period may govern at the option of the holder of this mortgage; and said first parties hereby expressly waive an appraisalment of said real estate, and all benefits of the homestead exemption and stay laws of the State of Kansas, now existing or hereafter enacted.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Executed and delivered in the presence of

Marguerite M. Sloan (Seal)
Eben W. Sloan (Seal)

State of Missouri, Jackson County, SS.

BE IT REMEMBERED, That on this 15th day of July A.D. 1922, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Marguerite M. Sloan and Eben W. Sloan to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(L.S.)

Arthur R. Wolfe
Notary Public.

(Commission expires March 14, 1923.)

Recorded July 21st, 1922. . . .

At 9:00 O'clock A.M.

Estella Norchup Duffer
Register of Deeds.
E. Rabbitt
Deputy.

MORTGAGE.

THIS INDENTURE, Made this 20th day of July, A.D. 1922, by and between The Young Men's Christian Association of Lawrence, Kansas, a Corporation organized under the laws of the State of Kansas, and having its principal place of business at Lawrence, Kansas, party of the first part, and The Fraternal Aid Union, a Corporation organized under the laws of the State of Kansas, and having its principal place of business at Lawrence, Kansas, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, to it duly paid, the receipt whereof is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to said party of the second part, its successors and assigns, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The South Half ($\frac{1}{2}$) of Lot numbered Forty-two (42) and all of Lot Numbered Forty-four (44), on Vermont Street, in the City of Lawrence, Douglas County Kansas, with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof, it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance. This grant is intended as a mortgage to secure the payment of the sum

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