

appoint a Receiver to take immediate possession of the Mortgaged premises, to maintain and lease the same and to collect the rents and profits arising therefrom during dependency of such foreclosure and until the debt is fully paid and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of such receivership.

It is further agreed that the second party, at its option may procure insurance upon said premises, if first parties fail to procure the same and charge the amount paid therefor against the first parties, and the amounts so paid shall be a lien upon said mortgaged premises and bear interest at the rate of ten per cent per annum until repaid, and shall be included in any judgment rendered in the foreclosure of this mortgage; but whether the second party elects to procure such insurance or not it is distincture of the mortgage; and agreed that in case of any such default all of the said sums of money and the whole of the indebtedness secured by this mortgage shall immediately be due and payable.

It is further agreed that any judgment rendered for any of the indebtedness hereby secured shall bear interest at the rate of ten per centum until paid.

The first parties are members of the said The Railroad Building, Loan & Savings Association, a corporation organized under the laws of the State of Kansas and engaged in the business of building and loan association; and this mortgage is made and shall be construed in accordance with the provisions of the Constitution and By-laws of said Association, and in accordance with the laws of the State of Kansas in every particular.

Witness our hands this 24 day June A D 1924

Lillie K Stone
James M Stone

State of Kansas)
County of Douglas)

Be it remembered that on the 24th day of June A D 1924 before me the undersigned Notary Public in and for said County and State Lillie K Stone and James M Stone her husband who are personally known to me to be the identical persons who executed the foregoing Mortgage Deed and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above mentioned.

My Commission expires on the 24th day of June 1926

C B Hasford
Notary Public

(L.S)

MORTGAGE

From
S. F. Waddel
To
Southwest Mortgage Co.

State of Kansas Douglas County, ss.
This instrument filed for record
June 28, 1924 at 2:00 O'clock P.M.

Frank Williams Register.
By *Geo. McIlman* Deputy.

Know all Men By These Presents:

That Sparger S. Waddel, of Mary E Waddel, his wife; Daisy Rouscello and Fred Rouscello, her husband; Earl A Waddel, single; Hazel E Edenfield and Joseph I Edenfield, her husband; George W. Waddel, single; and Mary E. Waddel, guardian of Estate of Hester S. Waddel, A minor, of Douglas County, State of Kansas, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to Southwest Mortgage Company, of Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to-wit:

The Northeast Fractional quarter (NE 1/4), Section Number Three (3), Township Number Fifteen (15) South, Range Number Twenty-one (21), East.

This Mortgage is Executed by Mary E. Waddel, Guardian of the estate of Hester S. Waddel, a minor by and under the authority of Order of Probate Court, made on Tenth day of June, 1924, together with all the improvements thereon and the appurtenances thereunto belonging.

This mortgage is given as security for the covenants and agreements herein, and to secure to Southwest Mortgage Company, its successors and assigns, the payment of the sum of Three Thousand Dollars with interest thereon according to the terms of one certain promissory note executed and delivered by the first party to the second party, due and payable according to the terms thereof, with interest payable semi-annually in lawful money of the United States of America, with exchange on the City of New York, at the Southwest Trust Company, Kansas City, Missouri and each bearing interest at the rate of ten per cent per annum after maturity until paid.

The First Party Hereby Covenants and Agrees;

That they are lawfully seized in fee simple of the real estate hereby conveyed, and that they have a good right to sell and convey the same as aforesaid; that the said real estate is free and clear of all encumbrances and that they and their heirs executors and administrators will warrant and defend the same unto the said second party, its successors and assigns, against all lawful claims or notes hereby secured and interest thereon as the same shall become due and payable;

To neither commit nor suffer waste;

To pay all taxes and assessments levied upon said real estate, or upon the lien hereby created by virtue of any law of the State of Kansas to whomsoever assessed before same shall have become delinquent;

To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado, to the amount of none Dollars, for the benefit of the second party, its successors and assigns, in an insurance company acceptable to it, and to deliver the said insurance policies and renewal receipts to the said second party; and

Upon failure to comply with either of these conditions, covenants and agreements, it is agreed that the owner of this mortgage, may pay the said taxes or assessments, or the cost of such insurance, and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment, and said sums so paid shall be immediately due and payable and shall be an addition lien upon said real estate, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured.

That as additional and collateral security for the payment of the debt hereinbefore described, the first party hereby assigns to the second part its successors and assigns all right title and interest in and to all royalties and rentals accruing to them Under all oil gas mineral agriculture or other leases on said real estate and directs any lessee, on demand to pay said second party its successors or assigns all royalties and rentals that may be payable to the under the terms of any such lease of said real estate; provided that so long as no default be made in the payment of the principal debt hereby secured or the interest due thereon and so long as the agreement covenants and conditions of this mortgage shall be faithfully performed the first party their heirs or assigns shall retain possession of the premises hereby conveyed and shall be entitled to appropriate for their own use all the income and profit derived therefrom; this assignment to terminate and become void upon the release of this mortgage.

THIS DOCUMENT IS INDEXED IN THE ORIGINAL INSTRUMENT
Aug 28 1924 12 25
Received of Sparger S. Waddel the within named Mortgage,
the sum of Three Thousand Dollars, in full
satisfaction of the within Mortgage.
By *Frank Williams* Register.
By *Geo. McIlman* Deputy.

Recorded - September 4, 1924
Lillie K. Stone
James M. Stone
Enclosed in this envelope
24 June 1924 1924 1924