

BANK OF THE STATE OF KANSAS CITY, MO. 2014

until paid.

Sixth' And it is further agreed that if an action is commenced to foreclose this mortgage, the said second party, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receiver's costs and

expense s, and may discharge all duties of a receiver.

Seventh, And it is further agreed and declared that this mortgage, and the bond or note and coupons secured hereby, are made under and are to be construed by the laws of the State of Kansas. The foregoing conditions being fully performed, this conveyance shall be void, otherwise to be and remain in full force and effect.

In Witness Whereof, --have hereunto set -- hand

Signed in the presence of
J. P. Clevenger

Worthie Horr.

-0-0-0-0-0-

State of Kansas
County of Douglas

On this 7th day of August before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Worthie Horr, single man, to me personally known to be the identical person described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be the voluntary act and deed.

Witness my hand and Notarial Seal, the day and year last above written.

Wm. LaCoss

Notary Public.

L.S.

My Commission expires January 22nd, 1925.

From Commonwealth Investment Co.
To Douglas County Building & Loan Association.

State of Kansas Douglas Co. ss; 1925.
This instrument filed Aug. 10, at 2:05 P.M.

Reg. No. 988
Fee Paid 10.00

Register of Deeds.

This Indenture made this 29th day of July A.D. 1925 between The Commonwealth Investment Company, a corporation duly organized and existing under and by virtue of the laws of the State of Kansas and having its principal place of business in the City of Topeka, in Shawnee County, Kansas, of the first part, and THE DOUGLAS COUNTY BUILDING & LOAN ASSOCIATION of Lawrence, Kansas, of the second part; Witnesseth; That the said party of the first part in consideration of the sum of --- FOUR THOUSAND AND NO/100 Dollars, the receipt of which is hereby acknowledged does by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns all of the following described Real Estate situated in County of Douglas, State of Kansas, to-wit:

Lot No. Eleven (11) in Block No. Two (2) in Haskell Place, an Addition to the City of

Lawrence, ----- To Have and To Hold the same, together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Provided always, And this instrument is executed and delivered to secure the payment of the sum of ---Four Thousand and no/100 Dollars, ---with interest thereon, and such fines and charges as may become due to said party of second part under the terms and conditions of the contract note secured hereby advanced by the said ---The Douglas County Building and Loan Association to the party of the first part upon 40 shares of Class G. of the Capital Stock of said Association, evidenced by Certificate No. 3259 which said shares have been assigned to said Association with all the future payments, earnings and dividends thereon which said interest and dues on said shares the first party agrees to pay monthly installments making a total monthly payment of \$50.80 payable as follows: Fifty and 80/100 Dollars (\$50.80) on or before the 1st day of August 1925 and a like sum on or before the 1st day of August 1925 and a like sum on or before the 1st day of each and every month thereafter to and including the month of July 1935.

Now if said party of the first part shall cause to be paid to the party of the second part the amount due it under said contract note in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained then these presents shall be void, otherwise in full force and effect and may be foreclosed as in said contract note provided.

In Witness Whereof, the said party of the first part has hereunto caused this mortgage to be signed on it behalf by its President thereunto duly authorized so to do and to be attested by its Secretary and has caused its common seal to be hereunto affixed the day and year first above written.

The Commonwealth Investment Company
By

J. L. Hersh, President

Corp Seal.
Attest: G. W. Hersh
Secretary of the Commonwealth
Investment Company.

State of Kansas (See above Shawnee Co.)
County of Douglas

Be It Remembered That on this 3rd day of August A.D. 1925 before me, the undersigned a Notary Public in and for the County and State aforesaid came J. L. Hersh President of the Commonwealth Investment Company, a corporation, who is personally known to me to be the same person who executed the within instrument of writing and who duly acknowledged the same as his free act and deed and the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and Notarial Seal the day and year above written.

L.S.

My Commission expires July 20, 1927.

Mary E. Porter.
Notary Public.

Recorded

Shawnee Co. 12-1925

The following is endorsed on the original instrument.
The debt secured by this mortgage has been paid in full and the Register of Deeds is authorized to return it to the mortgagor.

By J. L. Hersh, President of the Commonwealth Investment Company.