

LAWL DOGWOOD STATIONERY CO KANSAS CITY MO 64114

of filing such foreclosure suit, at the expense of the parties of the first part; and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage and may be recovered with interest at ten per cent in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

Fourth, That in case of default of any of the covenants or agreements herein contained the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise as it may elect.

Fifth, That the parties of the first part hereby agree to pay all taxes and assessments general or special which may be assessed upon said land, premises or property or upon the interest of the party of the second part therein, and not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, or any interest therein to be sold for taxes.

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 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 payments be made as herein specified this conveyance shall be void, but if any note herein described whether for principal or interest or any part of the indebtedness secured by this mortgage or any interest thereon be not paid when due, or if default in any covenant or agreement herein contained, or if at any time any law, either federal or state should be passed imposing or authorizing the imposition of any specific tax upon mortgages or bonds or upon the principal or interest money secured by bonds or mortgages, or by virtue of which the owner for the time being, of the land above described shall be authorized to pay any such tax upon said bond or mortgage or principal or interest thereby secured, or on the security or either of them and deduct the amount of such tax said principal sum herein secured, with all arrearages of interest thereon shall at the option of the holder of this mortgage be and become immediately due and payable anything in the note or bond hereby secured or in this mortgage contained to the contrary notwithstanding; and it shall then be lawful and the said mortgagors do authorize the said mortgagee at once foreclose this mortgage; and no failure on the part of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present, or future default hereunder, and in case of default of payment of any sum herein covenanted to be paid when due, the first parties agree to pay to said second party interest at the rate of ten per cent per annum, computed annually on said principal note from the date of default to the time when said principal and interest shall be fully paid.

Eighth, As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to them under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage.

In Witness Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

State of Kansas
Shawnee County. [SS]

Charles J. Custard (SEAL)
Bess Custard. (SEAL)

Be it remembered, That on this 27th day of February A.D. 1926 before me the undersigned a Notary Public in and for the county and state aforesaid came Charles J. Custard and Bess Custard his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

LS
Commission expires May 21st 1929.

Wyatt Roush
Notary Public

From
Joseph W. Spoor
To
J. McDonnell

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Mch. 5, 1926, At 5:10 P.M.

John E. Williams
Register of Deeds.

This Indenture, Made the fifth day of March A.D. 1926 between Joseph W. Spoor and Carol Spoor (husband and wife) of the county of Jackson and State of Missouri, parties of the first part, and J. McDonnell the second party of the first part, in consideration of the sum of (\$2,000.00) Two thousand 00/100 Dollars in hand paid, the receipt whereof is hereby acknowledged do hereby grant, bargain, sell, convey and confirm to the said party of the second part his heirs or assigns the following described real estate in the County of Douglas and State of Kansas, to-wit:

A one-half undivided interest in the south fifty (50) feet of lot six (6) in block eleven (11) in Babcock's Enlarged Addition to the City of Lawrence, Kansas, as shown by the recorded plat in the office of the Register of Deeds in Douglas County, State of Kansas.

And to further secure the within mentioned debt for the consideration mentioned the first parties hereby sell assign and set over to said second party, his heirs or assigns one half of all the net earnings and rents or accumulations of the within mentioned mortgaged property. And we hereby authorize the said second party his heirs or assigns to proceed at once and collect all rents and earnings hereby assigned of the property herein mentioned and credit the net amount collected in payment of any sum or sums due on the note secured by this mortgage.

The within mortgage is given to secure a part of the purchase price of the herein described Real Estate.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein and all land reverting to said real property on streets and public grounds adjacent thereto having been or hereafter being vacated, unto the said party of the second part, his heirs and assigns forever, the intention being to convey an absolute title in fee to said premises.

AND THE SAID Joseph W. Spoor and Carol Spoor, parties of the first part hereby covenant that they are lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever;

The amount secured by this mortgage has been paid in full and the same is hereby cancelled this 27th day of February 1944
Lawrence M. Sloc
Registered 1926-30
Dec 8 1926
1538
Register of Deeds
John E. Williams
By J. McDonnell
ad 1126