

BANK OF KANSAS CITY, KANSAS CITY, MO. 6414

the undersigned, a Notary Public, in and for the County and State aforesaid, name Celia A. Church and John L. Church, her husband, who are personally known to me to be the same persons who executed the within instrument of writing and such persons have duly acknowledged the execution of the same.

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

L.S.

Term expires, Dec. 29, 1928.

Bernice F. Jones. Notary Public.

Second Mortgage

From
Celia A. Church et vir
To
The Commonwealth Investment Company

MORTGAGE.

State of Kansas, Douglas County, ss:--
This instrument filed May 13th, 1926 at
8:35 A.M.

Geo E. Mellman
Register of Deeds.

This Indenture Made this 24th day of April, A.D. 1926, between Celia A. Church and John L. Church, her husband, of Douglas County, in the State of Kansas, of the first part, and --The Commonwealth Investment Company, a corporation of Shawnee County, in the State of Kansas, of the second part: Witnesseth, That said parties of the first part, in consideration of the sum of \$2000.00 and no/100 Dollars --- the receipt of which 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 the following described real estate, situated in Douglas County, and State of Kansas, to-wit:

Lot numbered 16 in Block 2, 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 these presents are upon this express condition, that whereas, said Parties of the first part have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy:

NOTE
THE COMMONWEALTH INVESTMENT COMPANY.

\$2000.00

Topeka, Kansas April 24, 1926.

Five Years after date we promise to pay to the order of The Commonwealth Investment Company a corporation, the sum of --- TWO THOUSAND DOLLARS, together with interest at the rate of eight per cent per annum on deferred balances, payable from date, to date of maturity as follows: --- \$18.40 on or before the 24th day of May, 1926 and a like amount on or before the 24th day of each and every month thereafter to maturity at which time the balance due shall become due and payable.

It is also agreed that the undersigned may at any interest paying date make payment in whole or in part of said loan and all payments in excess of the regular payments hereinbefore provided for, shall be a payment upon the principal and stop interest upon that amount. It is also agreed that if paid before maturity, interest for one additional month may be added.

The makers hereof further agree as follows:

First. To pay all taxes and assessments of every kind and nature levied upon the real estate mortgaged to the said --- The Commonwealth Investment Company when the same are by law due and payable and insurance premiums to secure the amount of insurance hereinafter provided for.

Second. To immediately procure and maintain and keep in the possession of said Company, without lapse, policies of insurance against fire and tornado in an amount equal to the amount of this loan covering the buildings now or to be hereafter erected upon the said mortgaged premises, in some responsible insurance company, which policies shall be issued by the said --- The Commonwealth Investment Company.

Third. To keep and maintain the buildings now on said premises, or which may be hereafter erected thereon, in good condition at all times and shall not suffer waste thereon, or grantees, to pay all taxes and assessments when by law they become due and payable or a like failure to keep in force policies of insurance hereinbefore provided for, that the said Company may pay said taxes and assessments and maintain said insurance and that the amounts so expended by it shall be a lien on premises described in the mortgage given to secure the payment of this note and the same may be recovered with interest at a rate not to exceed ten per cent per annum.

Fifth. The undersigned hereby assigns to the said The Commonwealth Investment Company, the rents and income arising at any and all times from the property, mortgages to secure this note and hereby authorizes the Company at its option to take charge of said property, collect all rents and income, and apply the same on the interest premiums, taxes, assessments, repairs or improvements necessary to keep property in tenable condition or other charges, provided said payments or interest are three months in arrears. This assignment of rents to continue in force until the amount secured by this note is fully paid. It is also agreed that the taking of possession shall in no manner prevent or retard the said company in the collection of said sums by foreclosure or otherwise.

Sixth. The undersigned agree that time and punctuality are the essence of this contract and any failure on their part, their successors or assigns to comply with the foregoing agreements, that the said The Commonwealth Investment Company may declare the whole amount of said loan or note to become due and payable and foreclosure of said mortgage may be had. And in case of any such failure amount due on this note shall draw interest at the rate of 10% per annum from the time of such default until paid.

Celia D. Church
John L. Church.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part its successors or assigns said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole if said sum and sum, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof and said party of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written,

Celia A. Church
John L. Church

1724

3.00

Fee Paid

Received of
Celia A. Church
John L. Church
the sum of
\$2000.00
for the purpose of
paying the mortgage
of \$2000.00
dated April 24, 1926
and recorded in
Book 1724
Page 347

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1926
May 13