

MORTGAGE RECORD 67

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SAINT LOUIS NORTH STATIONERY CO KANSAS CITY MO 64114

administrators, successors or assigns, become immediately due and payable (anything herein or in said notes to the contrary notwithstanding) and this mortgage may be immediately foreclosed.
The foregoing conditions, covenants and agreements being performed this conveyance shall be void, otherwise to remain in full force and virtue.
In Testimony Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Executed and delivered in presence of
Francis Swartz.

George H. Senne (SEAL)
Julia Senne (SEAL)

State of Kansas }
Shawnee County }SS

On this 17th day of June, A.D. 1926 before me personally appeared Geo. Senne and Julia Senne his wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

LS My commission expires
February 12, 1930.

Ferrill Walters
Notary Public in and for said county.

From J.W. Moore et al
To R.R. Bldg. & Loan and Sav. Ass'n.

MORTGAGE

State of Kansas, Douglas co. ss
This instrument was filed for record
June 21, 1926. At 9:15 A.M.

John L. Williams
Register of Deeds.

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Know all Men by these Presents, That J.W. Moore and Ethel L. Moore his wife of Douglas County State of Kansas, first parties do hereby mortgage and warrant unto The Railroad Building Loan & Savings Association, of Newton, Kansas, second party the following described real estate lying and situate in the County of Douglas, in the state of Kansas, to-wit:

Tracts 2,3,16 and 17 southeast Lawrence Suburban Acres division, being a part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of 7-13-20 Douglas County, Kansas,

to secure the payment of the sum of thirty two Hundred Dollars, advanced and loaned by the second party to the first parties on Certificate no. 27870 for 32 shares of the Capital Stock of the second party, according to the terms of the certain promissory note of this date executed by the first parties to second party and to secure the payment of interest on said note, and the dues, fines, or other charges on said stock, in accordance with the constitution and By-laws of second party.

The first parties expressly agree that they will pay to second party its successors or assigns, on or before the twenty-fifth day of each month the sum of \$15.20 as dues on said stock and the further sum of \$26.66 as interest on said sum \$3,200.00 and also all fines or other charges that may be assessed against said stock, until such time as said stock shall reach the ultimate value thereof and fully mature and be fully paid in and of the value of \$100.00 per share according to the terms and provisions thereof and the Constitution and By-laws of said second party.

Now, if said first parties shall pay all of the said sums of money according to the terms and tenor of said note and this mortgage and all dues and fines and other charges on said stock, and keep said premises insured, to the insurable value thereof, against Fire and Tornado and deposite all policies of such insurance with, and make all losses thereunder payable to second party, as its interests may appear under this mortgage, and keep the same in good repair, then this mortgage shall be void; otherwise to remain in full force and effect.

It is further agreed that in case of default in the monthly payment of said sums of money or any part thereof or in the payment of any interest or dues, or fines or other charges on said stock in accordance with the constitution and By-laws of said association, for a period of six successive months, or if the said first parties shall become indebted to said association on any account whatever in a sum equal to the gross amount of said dues, interest, fines and other charges for the period of six months, then the whole amount of principal, interest, dues on stock and fines, and other charges, accrued and collectible hereunder shall become due and payable at once, without notice, and the second party, its successors or assigns may immediately foreclose this mortgage, according to law, and make sale of said premises and collect all of said sums of money and indebtedness; and second party shall cancel said stock and apply the withdrawal value of the same as payment on the indebtedness hereby secured.

It is further agreed that in case of foreclosure of this mortgage the second party shall be entitled without respect to the condition or value of the property herein described, to have the Court 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 the pendency 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 centum 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 distinctly understood 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 become immediately 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 a 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 16th day of June, A.D. 1926.

J.W. Moore
Ethel L. Moore