

contracted, shall equal ten per cent on the principal of the debt hereby created and secured.

Third, parties of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure, maintain and deliver to said second party, its successors or assigns, insurance policies on the buildings thereon, in companies to be approved by the second party, its successors or assigns, for not less than \$500.00. With National Board Standard Mortgage Clause attached in favor of the second party, its successors or assigns, as their interest may appear; and shall keep the buildings and other improvements in good repair and condition. Fourth. (See following fifth)

Fifth. It is further agreed that if default be made in the payment of any interest note, or any portion thereof for the space of ten days after the same becomes due, or in the payment of taxes or special assessments levied or assessed under the laws of the State of Kansas against said real estate or against said bond or notes hereby secured or the mortgage securing the same before delinquency, or in case the parties of the first part fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained, time being of the essence of this contract, then this mortgage and all sums of money secured hereby, less the interest for the unexpired term, shall at the option of the second party, its successors or assigns, become at once due and payable, without further notice, and this mortgage may then be foreclosed and the mortgaged premises sold in one body without appraisal. The Note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgagee exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

(Fourth) It is understood and agreed that if said insurance is not promptly effected or if the taxes or special assessments levied or assessed against said real estate or against said bond or notes hereby secured or the mortgage securing the same shall not be paid before delinquency said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of payment shall be a lien against said premises and secured hereby.

(See fifth above)

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 expenses 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, We have hereunto set our hands, July 20, 1926

Raleigh R. Hickson
Vivian R. Hickson

Signed in the presence of

State of Kansas)
County of Douglas) ss: On this 28th day of July 1926, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Raleigh R. Hickson and Vivian R. Hickson, his wife, 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 voluntary act and deed.

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

L.S.
My Commission expires April 20, 1928.

C. B. Holmes.
Notary Public.

From
Drury R. Thorn et ux
To

MORTGAGE

State of Kansas Douglas County, ss:
This instrument filed July 29th,
1926 at 10:45 A.M.

No. 1907 John G. Breisch

Register of Deeds

This indenture, Made this 1st day of November in the year of our Lord one thousand nine hundred and twenty five, between Drury R. Thorn and Nellie F. Thorn, husband and wife of Kansas City, in the County of Jackson and State of Missouri parties of the first part, and John G. Breisch party of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of \$1,800.00 Eighteen Hundred & No/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant bargain, sell and mortgage to the said party of the second part, his heirs and assigns, forever, all that tract of parcel of land situated in the County of Douglas and State of Kansas described as follows, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fifteen (15) Township Fifteen (15) Range Twenty One (21)

with the appurtenances and all the estate, title and interest of the said parties of the first part therein, And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances whatsoever,

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party for the benefit of said second party, or assigns, in the sum of not less than--- each, and shall deliver the policies to said second party and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This Grant, is intended as a Mortgage to secure the payment of the sum of \$1,800.--- Eighteen Hundred & No/100 Dollars, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 1st day of November, 1930, to the order of

The following is contained on the original instrument:
This instrument is a mortgage to secure the payment of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 1st day of November, 1930, to the order of
John G. Breisch
Attest: Sept. 1, 1926
C. B. Holmes, Notary Public.