

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 sum of money secured hereby less the interest for the unexpired time, 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 with out appraisement. 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 mortgage exercise the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

Sixth, And it is further agree 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 notes 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.

Edward Bumgardner
her
Stella K. X Bumgardner
mark

Signed in the presence of
Witness to mark:
D. Coen Byrn
O.P. Watson.

State of Kansas
County of
(Sedgwick County, Kan.)

SS

On this 18th day of August 1926 before me the undersigned a Notary Public, duly commissioned and qualified for and residing in said county and state personally came Edward Bumgardner and Stella K. Bumgardner 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.

LS
My commission expires December 15, 1929.

D. Coen Byrn.
Notary Public/

From
Orval H. Correa
To
Bankers Mtg. Co.

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Aug. 19, 1926, At 9:45 A.M.

Register of Deeds.

Rep. No. 1956
Fee Paid 4.50

This Indenture, Made August 12, 1926 by and between Orval H. Correa and Francis H. Correa his wife of the county of Douglas State of Kansas, parties of the first part, and The Bankers Mortgage Company, of Topeka, Kansas party of the second part:

Witnesseth, That said parties of the first parties of the first part in consideration of the sum of Eighteen Hundred & 00/100 Dollars paid by the said party of the second part the receipt whereof is hereby acknowledged do hereby sell and convey unto the said second party its successors or assigns the following described real estate situated in the county of Douglas and state of Kansas to-wit:

Lot one hundred ninety six (196) on the east side of New York street, in "The Elms" addition to Lawrence, Douglas County, Kansas.

The debt secured by this mortgage is further secured by a thirty six hundred dollar (\$3600.) Savings bond in the Bankers Mortgage Company of Topeka, Kansas. No----- and is agreed that any default of any payment due on said bond shall be a breach of the conditions of this mortgage and shall entitle the holder thereof to foreclose the same. of section---in township----- range ----- of the sixth principal meridian containing in all-----acres, according to Government survey.

To have and to hold said premises with all appurtenances thereunto belonging unto the said party of the second part its successors or assigns forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that will warrant and defend the title to the said premises unto the said party of the second part and unto its successors or assigns forever, against the claims of all persons and the said parties of the first part hereby relinquish all their marital and homestead rights and all other contingent interests in said premises the intention being to convey hereby an absolute title to said premises in fee simple.

Provided Always, And this instrument is executed and delivered upon the following conditions:

First, That said parties of the first part shall, pay or cause to be paid to the party of the second part its successors or assigns, Eighteen Hundred & 00/100 (\$1800.00) Dollars on the first day of July 1936 with interest thereon payable monthly from August 12, 1926 according to the terms of one promissory bond or note with interest notes attached, signed by said parties of the first part, payable to the order of The Bankers Mortgage Company of Topeka, Kansas and bearing even date herewith.

Second, In consideration of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the state of Kansas against said bond or notes hereby secured, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal then the mortgagors herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note 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

This following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

At witness my hand this 19th day of June A.D. 1933
Edward Bumgardner, Co. of Topeka, Kansas
Notary Public

Recorded G. 20-123

Edw. B. Bumgardner
Notary Public