

note may effect and pay for said insurance, and may pay said taxes and special assessments and all such payments with interest thereon at ten percent per annum from the time of payment shall be a lien against said premises and secured hereby.

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 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 without appraisalment, 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.

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 Oct. 15, 1926.

Signed in the Presence of:  
E.D. Hankoy,

Arthur Fritzel  
Minnie M. Fritzel

State of Kansas }  
County of Douglas } SS

On this 20th day of October, 1926 before me the undersigned a Notary Public duly commissioned and qualified for and residing in said county and state personally came Arthur Fritzel and Minnie M. Fritzel his wife to me personally known to be the identical persons 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.

IS  
My commission expires Sept. 9, 1929.

John H. Tucker  
Notary Public.

From  
Merchants L. & S. Bank  
To  
Louisa S. Dodds.

ASSIGNMENT.

State of Kansas, Douglas Co. ss  
This instrument was filed for record  
Oct. 22, 1926. At 10:00 A.M.

*John E. McLaughlin*  
Register of Deeds.

For Value Received, We hereby sell, transfer and assign to Louisa S. Dodds all our right title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Louis C. Borer, single to The Merchants Loan & Savings Bank, which is recorded in book 69 of Mortgages Page 345 in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, We have hereunto set our hand this 21st day of October, 1926.

corp. seal.

The Merchants Loan & Savings  
Bank.

By F.C. Whipple--cashier.

State of Kansas }  
Douglas County } SS

Be it remembered, That on this 21st day of October 1926 before me a Notary Public in and for said county and state came F.C. Whipple, cashier of The Merchants Loan & Savings Bank, Lawrence Kansas to me personally known to be the same person 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.

IS  
My commission expires September 10, 1927.

Jane Sheets  
Notary Public.