## MORTGAGE RECORD 67

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whereof is horeby 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 Size of Kansas, to-wit:

The East 121.93 feet of lot 38, and the West 128 feet of lot 39, Addition #10, in that part of the City of Lawrence, known as North Law rence, Douglas County, Eassas.------

The debt secured by this mortgage is further secured by a Two Thousand Dollar (\$2000) Saving Bond in the Enkers Mortgage Company of Topoka, Kansaa, No. and is agreed that in any default of any payments due on said bund shall be a breach of the conditions of this Mortgage and shall entitle the holder thereof

-- in Township--- Range-- of the Sixth Principal Meridian, containing in all--- acres, ac-

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conditions: Pirst, 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, ----One Thousand and no/DO Dollars (F24082)-----cording to the terms of one promissory bond or note with interest mothay from Norecker 16, 1926, ac--of the first part, payable to the order of ---The Bankers Kortgage Company of Topeka Kansas, and bearing arean date herewith.

even date herewitt. 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 or the mortgage securing the same, or against the owner of said bond or notes hereby secured of the doth hereby secured. If, however, such taxes and assessments added in on totes and mortgage on account ten per cent per annum upon such principal then the mortgage or neith and in said not or such 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 doth hereby created and secured. Third, Parties of the interest part agree to pay all taxes and special assessments layton

The same the principal of the deth hereby created and secured. Third, Parties of the ifirst 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 pard Standard Mortgage Clause attached in favor of the second party its successors or assigns as their difficult of the taxes and the second party, its successors or assigns, for not less than \$1000,00 with National Part of 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 have here delinquency, said ible or not may effect and pay for said insurance and special before delinquency, said isle on pay by the second or assigns (whether electing to declare the whole mortgage due and collect-all such payments with interest thereon at ten per cent per annum, from the time of payment shall be a lien against said promises and secured hereby.

all such payments with interest thereon at ten per cont per annum, from the time of payment shall be a lien against said premises and secured hereby. Pitth, It is further agreed that if default be made in the payment of any interest mote, 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 Fansas 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 and all sums of money secured contained, time being of the essence of this contract, then this option of the second party its successors or assigns become at once due and payable without further appraisement. The note secured by this mortgage and lie for marries sold in one body without agreement. The note secured by this mortgage and lie for breach of any condition or the option to declare the whole sum due or not) bear interest payment (whether the same matrixe by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or the option to declare the whole sum due or not) bear interest payment (whether the mortgage exercises the option to declare the whole sum due or not) bear interest payment (whether the mortgage exercises the option to declare the whole sum due or not) bear interest payment (whether the mortgage exercises the option to declare the whole sum due or not) bear interest payment (mether the mortgage the annum multipaid. endorsed e 2 ž

Sixth, And it is further agreed that if an action is commenced to foreclose this nortgage, 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 preserv the same, and the rents and profits thereof for the payment of the mortgage dott 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 nd remain in full force and effect. In Witness Whereof, We have hereunto set our hands Nov. 16, 1926.

Signed in the presence of

W.C.W. Chandler Alice S. Chandler

State of Kansas County of Douglas ISS

On this 18th day of <sup>N</sup>ovember, 1926 before me the undersigned a Notary Public duly commissioned and qualified for and residing in said county and state personally came W.C.M. Chandler and Alice S. Chandler to me personally known to be the identical persons described in and who signed and are uted the foregoing instrument and duly acknowledged said instrument and the execution of the same to be voluntery act and doci be voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

John H. Tucker Notary Public

Ly commission expires Sept. 9, 1929.