

KANSAS CODES NORTH STATIONERY CO KANSAS CITY MO 64114

Second, Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be as a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of six per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third: Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth: Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some of the amount of Two Thousand Dollars, loss, if any, payable to the mortgagee or its assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part or same, and the person or persons so holding any such policy of insurance shall have the right to collect the same, when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth: Said parties of the first part hereby agree that if the makers of said note shall fail to pay, or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons when the same becomes due or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

And the said parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the Homestead, exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

In Testimony Whereof, The said parties of the first part have hereunto subscribed their names on the day and year above mentioned.

Executed and delivered in presence of-----

Samuel C. Hemphill
Dora E. Hemphill.

State of Kansas }
Douglas County } SS

Be it remembered, That on this 26th day of March A.D. nineteen Hundred, before me the undersigned a Notary, in and for said county and state came Samuel C. Hemphill and Dora E. Hemphill who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

LS
My commission expires Oct. 31, 1928.

Beryl A. Mitchell
Douglas County, Kansas.

From
John E. Hutt
To
Phi Kappa

RELEASE.

State of Kansas Douglas co. ss
Filed for record Apr. 2, 1927.
At 3:30 P.M.

Register of Deeds.

John E. Hutt and Opal A. Hutt
Mortgagor - To
Phi Kappa Fraternity, Epsilon Chapter
Mortgagee

Dated July 11th, 1921
(Amount--\$23,400.00
Recorded on page 165 Book No. 60, of
Mortgage records in Douglas County
Kansas on property described as follows,

to-wit: Beginning at the northeast corner of Lot 7, in Block 5, Babcock's Addition to the city of Lawrence, Douglas County, Kansas, thence west 640 feet, thence south 10 feet, thence east 252 feet; thence south 200 feet; thence east 148 feet, thence north 10 feet; thence east 50 feet, thence north 185 feet, thence east 190 feet to the east line of Lot no. 7 mentioned above; thence north 15 feet to the place of beginning.

We hereby certify that the debt secured by the above described mortgage is fully paid off, satisfied and the mortgage discharged,

In Testimony Whereof, We have hereunto set our hands this 1st day of April A.D. 1927.

John E. Hutt
Opal A. Hutt.

State of Missouri }
County of Jackson } SS

Be it remembered That on this 1st day of April A.D. 1927 before me the undersigned a Notary Public in and for said county and state came John E. Hutt and Opal A. Hutt who are personally known to me to be the same persons who executed the within instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

LS
My commission expires June 18, 1927.

M.H. Henry
Notary Public,