

EAST SIDE NORTH STATIONERY CO KANSAS CITY MO 64114

Fourth. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect.

Fifth. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, which may be assessed upon said land, premises or property or upon the interest of the party of the second part therein, and not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, or any interest therein to be sold for taxes.

Sixth. That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

Seventh. That if such payments be made as herein specified this conveyance shall be void, but if any note herein described, whether for principal or interest, or any part of the indebtedness secured by this mortgage, or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, or if at any time any law, either federal or state, should be passed imposing or authorizing the imposition of any specific tax upon mortgages or bonds, or upon the principal or interest money secured by bonds or mortgages, or by virtue of which the owner, for the time being, of the land above described, shall be authorized to pay any such tax upon said bond or mortgage, or principal or interest thereby secured or on the security, or either of them, and deduct the amount of such tax paid from any or principal or interest secured by said bond and mortgage, then in any such case the said principal sum herein secured, with all arrearages of interest thereon, shall be the holder of this mortgage be and become immediately due and payable, anything in the note or bond hereby secured or in this mortgage contained to the contrary notwithstanding; and it shall then be lawful, and the said mortgagors do authorize the said mortgagee to at once foreclose this mortgage; and no failure on the part of the second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present or future default hereunder, and in case of default of payment of any sum herein covenanted to be paid when due, the first parties agree to pay to said second party interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

Eighth. As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to their under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage.

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

H. J. Cleary Seal
Nellie F. Cleary Seal

State of Kansas) ss.
Shawnee County)

BE IT REMEMBERED, THAT on this 18th day of May A. D. 1927, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came H. J. Cleary and Nellie F. Cleary, Husband and Wife, to me personally known to be the same persons 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.

L. S.
Commission expires May 17, 1930.

Grace Ferrussel
Notary Public

MORTGAGE

From
To
Lawrence Building & Loan Association

State of Kansas, Douglas County
This instrument was filed for
Record on the 17th day of May
A. D. 1927 at 2:05 P. M.
J. C. Williams
Register of Deeds

Reg. No. 2614
Fee Paid 2.50

THIS INDENTURE, Made this sixteenth day of May A. D. 1927 between Thos. R. Gerhart and Grace O. Gerhart his wife of Douglas County, in the State of Kansas, of the first part, and Lawrence Building and Loan Association, of Lawrence, Kansas, of the second part.

Witnesseth, That the said parties of the first part in, consideration of the sum of Five thousand Dollars the receipt of which is hereby acknowledged do by these presents grant, bargain, sell and convey, unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, and State of Kansas, to wit:

Lot TWENTY (20) in Block three (3) in the Haskell Place, an addition to the city of Lawrence.

To Have and to Hold the Same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Five thousand Dollars, with interest and premium thereon, and such fines and charges as may become due to said party of the second part under the terms and conditions of the contract note secured hereby, advanced by the said Lawrence Building and Loan Association to the parties of the first part upon 50 shares of Class G of the capital stock of said Association, evidenced by Certificate No. 1194 which said shares have been assigned to said Association with all future payments earnings and dividends thereon, which said interest, premium and dues on said shares, the first parties agree to pay in monthly installments, making a total monthly payment of \$63.60 payable as follows: Sixth three and 50/100-Dollars (\$63.60) on or before the last day of May 1927 and a like sum on or before the last day of each and every month thereafter to and including the month of April 1937.

The following is endorsed on the original instrument:
The debt secured by this mortgage has been paid in full and the Register of Deeds is authorized to release it on record.

This Release was written on the original Mortgage of May 1927 and is filed for record on May 1927.