

MORTGAGE RECORD 67

623

KANSAS RECORDS DEPARTMENT STATIONERY CO. KANSAS CITY, MO. 64114

Company, or if the same be released of record, then to such amount in insurance companies acceptable to said party of the second part, its successors or assigns, and to assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure of the parties of the first part so to do, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefor, with interest thereon from the date of payment at the rate of ten per cent per annum, shall be collectible with and as a part of and in the same manner as the principal sum hereby secured.

And the said parties of the first part further covenant and agree that in case of default on their part in any of the covenants and conditions to be performed by them hereunder, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns may, without notice, declare the entire debt hereby secured, immediately due and payable, and thereupon, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and further security for the payment of the monies mentioned hereof, and said party of the second part, its successors or assigns, may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels, or otherwise, at the option of the party of the second part, its successors or assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereto signed their names, this the day and year first above written.

Al E. Smith

Margaret H. Smith

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 20th day of May A. D. 1927, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Al E. Smith and Margaret H. Smith, his wife, to me personally known to be the sumpersons who executed the above and foregoing instrument, and who duly acknowledged the execution thereof to be their free and voluntary act and deed and for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my notarial seal on this the day and year last above written.

LS

A. F. Flinn

Notary Public

My Commission expires April 10, 1931

From Phila Lescher
To The Bankers Mortgage Company
MORTGAGE State of Kansas, Douglas County, SS.
This instrument filed for record June 7, 1927
At 3:20 P. M.

Register of Deeds

THIS INSTRUMENT Made June 1, 1927 by and between Phila Lescher, (a Widow) of the County of Douglas State of Kansas, party of the first part, and The Bankers Mortgage Company of Topeka, Kansas, party of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Two Thousand and No/100 Dollars paid by the said party of the second part, the receipt whereof is hereby acknowledged does 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:

All of Lot Number One Hundred Thirty Seven (137), Located on Connecticut Street, In The City, Of Lawrence, Douglas County, Kansas.

The debt secured by this Mortgage is further secured by a ONE THOUSAND Dollar Savings Bond in the BANKERS MORTGAGE COMPANY OF TOPEKA, KANSAS, Mo. and it is agreed that any default of any payment on said Bond shall be a breach of the conditions of this Mortgage and shall entitle the holder thereof to foreclose the same.

TO HAVE AND TO HOLD said premises with all appurtenances thereto belonging, unto the said party of the second part, its successors or assigns, forever. The said party of the first part covenant with the party of the second part, that said party of the first part is lawfully seized in fee simple of said premises; that she has good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that she 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 party of the first part hereby relinquish all her marital and homestead rights, and all other contingent interests in said premises, the Substantive to convey hereby an absolute title to said premises in fee simple.

SEVENTH, and it is further agreed and declared that this mortgage, and the bond or note 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, I have hereunto set my hand June 1, 1927

SIGNED IN THE PRESENCE OF

Phila Lescher