

part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The West 155 feet of the South 190 feet of Block One (1), Rabcock's Addition to the City of Lawrence, and the North 35 feet of the vacated Street adjoining said 155 feet on the South, subject to the conditions, provisions and reservations hereinafter set forth:

Also a perpetual right of way jointly with the grantors, their successors in title and assigns, over a strip of land described as follows:

Beginning at the Northeast corner of the land hereby conveyed; thence east to Tennessee Street, in the City of Lawrence; thence south 25 feet; thence west to the east line of the land hereby conveyed; thence North 25 feet to the place of beginning; together with a circle driveway to be constructed by the grantors in connection with said right of way on land adjoining that hereby conveyed on the East;

Also a perpetual right-of-way jointly with the grantors, their successors in title and assigns, for sewer, water and gas lines from the east line of the land hereby conveyed over the land of the grantors adjoining the lands hereby conveyed on the east, and joint right to use with the grantors, their successors in title and assigns, the easement for sewer, water and gas lines now owned by the grantors herein over the land of the University Club, a Corporation, in said Block One (1) under the conditions hereinafter set forth.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said party of the first part, does hereby covenant, and agree that at the delivery hereof, it is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that it will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons who-so-ever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to wit:

FIRST. That the party of the first part is justly indebted to the party of the second part in the sum of Thirty-Seven Thousand and no/100 (\$37,000.00) DOLLARS, according to the terms of six certain mortgage notes of even date herewith, executed by said party of the first part in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part with interest thereon at the rate of 5 1/2 per cent per annum, payable on the first day of January and July in each year, according to the terms of interest notes therunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of THE NATIONAL BANK OF TOPEKA, in Topeka, Kansas, and all of said notes bearing ten per cent interest after maturity.

SECOND. That the party of the first part agrees to keep all buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of \$37,000, Fire & \$370,000 tornado in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said party of the first part for collection; At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in re-building.

THIRD. That the party of the second part may make any payments necessary to remove, extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the party of the first part; and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage and may be recovered with interest at ten per cent in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

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 party of the first part hereby agrees 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 party of the first part herein contained shall extend to and bind its 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 money 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 at the option of 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 mortgagor does authorize the said mortgagee to at and foreclose this mortgage; and no failure on the

The Government Security Agency has been paid in full, and the same is duly cancelled this Sunday day of July 1939 by *Police*
National Board of Police, Trieste
by *W. A. B. B. B.*
Vice Pres. of Trust Officer
(Cop. Seal)

This Release
was written
on the original
Mortgage
thru 6 entered
of Judge day
19 37
Harold C.
Reg. of Deeds.