

Reg. No. 1272
Fee Paid, \$ 7.50

MORTGAGE RECORD-73

Bankers Mortgage Co-1st Mortgage

FROM
The International Investment Corporation

TO

THE BANKERS MORTGAGE COMPANY,
OF TOPEKA, KANSAS.

State of Kansas, County of Douglas, ss.

Filed for record on the 24 day of March 19 31
at 10:35 o'clock A.M.

E. L. Campbell Register of Deeds.

By _____ Deputy

THIS INDENTURE, Made March 3, 1931

The International Investment Corporation

of the County of Shawnee State of Kansas, part of the first part, and THE BANKERS MORTGAGE COMPANY OF TOPEKA, KANSAS, part of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of _____ DOLLARS, paid by the said party of the second part, the receipt whereof is hereby 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 State of Kansas, to-wit:

Beginning seventy-two (72) feet west of the intersection of the West side of Illinois Street with the South side of Seventh Street; thence South Seventy-five (75) feet; thence West Forty-five (45) feet; thence North Seventy-five (75) feet; thence East Forty-five (45) feet to the place of beginning, in the City of Lawrence, Douglas County, Kansas.

The Grantor herein hereby wholly waives the period of redemption in accordance with the provision of the laws of the State of Kansas.

~~THE BANKERS MORTGAGE COMPANY OF TOPEKA, KANSAS, part of the second part, 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 State of Kansas, to-wit:~~

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 part of the first part covenants and agrees with the party of the second part, that said part of the first part shall not, lawfully seized in fee simple of said premises; that it has good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that it 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 part of the first part hereby relinquishes all _____ marital and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

PROVIDED ALWAYS, And this instrument is executed and delivered upon the following conditions:

FIRST, That said part of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, _____ DOLLARS on the _____ day of _____, 1931, with interest thereon, payable _____ annually, from March 3, 1931, according to the terms of one promissory bond or note, signed by said part of the first part, payable to the order of THE BANKERS MORTGAGE COMPANY OF TOPEKA, KANSAS, and bearing even date herewith.

SECOND, In consideration of the rate of interest at which the loan hereby secured is made, said part of the first part expressly agrees to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or note hereby secured, or the mortgage securing the same, or against the owner of said bond or note and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of 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 debt hereby created and secured.

THIRD, Part of the first 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 to be approved by the second party, its successors or assigns, for not less than \$ 2000.00, with National Board Standard Mortgage Clause attached in favor of the second party, its successors or assigns, as their interest may appear; and shall keep the building and other improvements in good repair and condition.

FOURTH, It is understood and agreed that if said insurance is not promptly effected, or if the taxes or special assessments levied or assessed against said real estate or against said bond or note hereby secured or the mortgage securing the same shall not be paid before delinquency, said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of payment, shall be a lien against said premises and secured hereby.

FIFTH, It is further agreed that if default be made in the payment of the interest on said note, 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 Kansas against said real estate or against said bond or note hereby secured or the mortgage securing the same before delinquency, or in case the part of the first part fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained, time being of the essence of this contract, then this mortgage and all sums of money secured hereby, less the interest for the unpaid time, shall, at the option of the second party, its successors or assigns, become at once due and payable, without further notice, and this mortgage may then be foreclosed and the mortgaged premises sold in one body without appraisement. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgage exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

SIXTH, And it is further agreed that if an action is commenced to foreclose this mortgage, 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 preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, 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 secured hereby, are made under, and are to be construed by the law 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, It _____ have hereunto set its hand March 3, 1931

Signed in the presence of

The International Investment Corporation

By J. F. Zell President

N. J. Ward Secretary

Corp. Seal

STATE OF KANSAS, _____ COUNTY, ss.

On this _____ day of _____, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came _____ to me personally known to be the identical person described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be _____ voluntary act and deed.

WITNESS my hand and Notarial Seal, the day and year last above written. _____ Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness my hand, this 14th day of December, A. D. 1933.

Attest:

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That _____ County, in the State of _____, the within named mortgagee, in consideration of _____ DOLLARS to _____ in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto _____ heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER. Subject, nevertheless, to the conditions therein named.

In Witness Whereof, The said mortgagee, _____ hereunto set _____ hand, this _____ day of _____, 19____.

Executed in presence of _____

STATE OF KANSAS, _____ COUNTY, ss.

BE IT REMEMBERED, That on this _____ day of _____, A. D. 19____, before me, _____ a Notary Public in and for said County and State, came _____

to me personally known to be the same person, _____ who executed the foregoing 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 on the day and year last above written.

My commission expires _____ 19____

STATE OF KANSAS, _____ COUNTY, ss.

This assignment was filed for record on the _____ day of _____, A. D. 19____, at _____ o'clock _____ M.

Register of Deeds.

STATE OF KANSAS, COUNTY OF SHAWNEE, ss.
I, _____, Notary Public in and for the County and State of Kansas, do hereby certify that the within mortgage was duly executed and acknowledged before me on the _____ day of _____, 1931, by _____ of the County of _____ and State of _____, and that the same was duly recorded in the office of the Register of Deeds of the County of _____ and State of _____, on the _____ day of _____, 1931, at _____ o'clock _____ M. My term expires _____ 1932.
Hazel I. Martin
Notary Public

FRONT