

MORTGAGE RECORD 75

Second, In consideration of the rate of interest at which the loan hereby secured is made said party of the First Part expressly agree 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, Party 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 compliance to be approved by the second party, its successors or assigns, for not less than \$2500.00 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 buildings 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 in 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 party 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 unexpired 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 lody without appraisal. The note secured by this mortgage shall after maturity (whether the same matured 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 mortgagee 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 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, He has hereunto set his hand January 12, 1928.

Signed in the Presence of

Leonas B. Evans

State of Kansas 1
County of Johnson 188

On this 12th day of January before me the undersigned a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Leonas B. Evans, a single man 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.

LS
My commission expires May 6th, 1929.

E.G. Yoell
Notary Public

Central Trust Co.
To
Penn Mutual Life Ins. Co

ASSIGNMENT

State of Kansas, Douglas County
This instrument filed Jan. 13, 1928
at 9:40 A.M.

Joe E. Wellman
Register of Deeds

(The following is endorsed on original instrument Book 70 Page 32)
For Value Received, The Central Trust Co., hereby assigns the within Mortgage and the debt secured thereby to Penn Mutual Life Insurance Philadelphia, Pa. January 9 1928

The Central Trust Co.
by Chester Woodward
Vice President

State of Kansas, Shawnee County as
Be It Remembered That on this 9th day of January 1928 before me the undersigned a Notary Public in and for the county and state aforesaid came Chester Woodward, Vice Pres. of the Central Trust Co. a corporation to me personally known to be such officer and the same who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

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

LS
Commission Expires January 21 1930.

E.E. Lindblade
Notary Public

Recorded - January 26 - 1928

Harold H. Black
Register of Deeds

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged.

As witness my hand this 19th day of January A.D. 1928.

Harold H. Black
Register of Deeds

Recorded Feb. 13, 1928