

MORTGAGE RECORD 75

to the terms of one promissory bond or note, signed by said parties 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 parties 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, Parties 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 \$1750.00 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 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 parties 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 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 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, We have hereunto set our hands January 21, 1928.

Signed in the Presence of

Fred Irvine
Lena Irvine

State of Kansas }
County of Douglas } SS

On this 21st day of January 1928, before me the undersigned, a Notary Public duly commissioned and qualified for and residing in said county and State, personally came Fred Irvine and Lena Irvine, his wife 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 Sept. 9, 1929.

John H. Tucker
Notary Public

From
Mary Haight
To
Fred G. Alford

Release.

State of Kansas Douglas Co. ss
Filed for record Jan 21, 1928
At 8:15 A.M.

G. E. Wellman
Register of Deeds

Know All Men by these Presents, That in consideration of full payment of the debt secured by a mortgage by Fred G. Alford and wife dated the 27th day of April A.D. 1923 which is recorded in Book 61 of Mortgages page 328 of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 14th day of March A.D. 1927.

Mary Haight

State of New York }
Madison County } SS

Be it remembered, That on this 19th day of March A.D. 1927 before me Lena R. Munger a Notary Public in and for said County and state came Mary Haight 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.

LS
My commission expires March 30, 1928.

Lena R. Munger
Notary Public

The following is entered on the original instrument
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 22nd day of July A.D. 1928
Attest: *G. E. Wellman*
Register of Deeds

Recorded 22nd July 1928
State of Kansas
Register of Deeds