

SAUL BROS NORTH STATISTICAL CO KANSAS CITY MO 64111

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 appraisal. 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 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 March 19, 1928.

Signed in the Presence of

J.M. Clough

Thelma Clough

State of Kansas
County of Douglas ISS

On this 21st day of March 1928 before me the undersigned a Notary Public duly commissioned and qualified for and residing in said County and State personally came J.M. Clough and Thelma Clough husband & wife to me personally known to be the identical persons described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be their voluntary act and deed.

Witness my hand and Notarial Seal, the day and year last above written.

LS
My commission expires August 8, 1929.

Ethel F. Mull
Notary Public

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(The following is endorsed on the original instrument, book 70 Page 35)
From Central Trust Co. ASSIGNMENT State of Kansas Douglas Co. ss
To Anna Gillingham Filed for record Mch. 23, 1928
At 11:20 A.M.

J. E. Wellman
Register of Deeds

For Value Received, The Central Trust Co. hereby assigns the within Mortgage and the debt secured thereby to Anna Gillingham New York, New York; March 20, 1928.

corp seal.

The Central Trust Co.

By: Chester Woodward
Vice Pres.

State of Kansas
Shawnee County ISS

Be it remembered, That on this 20th day of March 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 person 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