

MORTGAGE RECORD 75

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kept and performed, then these presents shall be null and void, and this mortgage shall be released at the expense of the party making such payment. If, however, the said parties of the first part fail to pay any part of the amount of said note and interest within twenty days after the same become due, or fail to keep and perform any of the covenants and agreements made herein, then it is expressly understood and agreed that the whole sum of money secured hereby shall, at the option of the holder of said indebtedness, or any portion thereof, become due and collectible at once, and this mortgage may thereupon be foreclosed and the mortgaged property be sold, or so much thereof as may be necessary to satisfy the amounts herein secured, including all amounts paid by second party or any holder of said note for taxes, assessments, insurance, and to release or extinguish any statutory liens upon said premises, or to protect the title or possession thereof, with interest thereon as provided herein, together with an abstract fee for examining title to said mortgaged premises, for the purpose of commencing foreclosure proceedings, all of which may be included in the judgment rendered or amount found due in any suit to foreclose this mortgage, and this mortgage is hereby made to secure all such sums.

The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes or take out insurance, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him, and he shall not in any case be liable to the mortgagors for a failure to exercise any such authority to pay taxes or take out insurance, or any other authority herein granted.

In Witness Whereof, the said first parties have hereunto set their hands and seals this 6th day of July A.D. 1928.

Glen W. Dickinson (SEAL)
Adda B. Dickinson. (SEAL)

State of Kansas Y
County of Douglas ISS

Be it remembered, That on this the 6th day of July 1928 before me the undersigned, a Notary Public in and for the county and state aforesaid, came Glen W. Dickinson and Adda B. Dickinson his wife who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors and such persons duly acknowledged the execution of same.

Witness my hand and official seal on the day and year last above written.

My commission expires Jan. 25, 1930
LS

Geo W. Kuhne
Notary Public in and for Douglas
County, Kansas

From Astma Bldg. & L. Ass'n
To J.L. Burkholder et al

RELEASE.

State of Kansas Douglas Co. ss
Filed for record July 7, 1928
At 8:30 A.M.

Geo. E. Wellman
Register of Deeds

(The following is endorsed on original instrument, Book 114, page 597)

Know All Men By These Presents, That The Astma Building and Loan Association of Topeka, Kansas the mortgages within named does hereby acknowledge full payment of the note, by the foregoing rent assignment secured, and authorize the Register of Deeds of Douglas County, Kansas to discharge the same of record.

In Witness Whereof, We have hereunto set our hands on this 3d day of July A.D. 1928

corp seal
Attest: F.J. Funk
F.J. Funk, Secretary

The Astma Building and Loan Association

By Chas. W. Thompson
Chas. W. Thompson -- President

State

From The following is endorsed on the original instrument book 63, page 622

C.S. Jones

ASSIGNMENT

State of Kansas Douglas Co. ss
Filed for record July 10, 1928
At 10:45 A.M.

To Law. Nat'l Bank

Geo. E. Wellman
Register of Deeds

Know all men by these Presents, That C.S. Jones by G.W. Jones, her attorney in fact of Douglas County, in the State of Kansas the within named mortgagee in consideration of Three Thousand Dollars to her in hand paid, the receipt whereof is hereby acknowledged does hereby sell, assign transfer, set over and convey unto Lawrence National Bank of Lawrence, Kansas 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 has hereunto set her hand this 30th day of June 1928.

C.S. Jones by G.W. Jones her atty
in fact.

Executed in presence of

State of Kansas Douglas County ISS

Be it remembered, That on this 30 day of June A.D. 1928 before me Geo W. Kuhne a Notary Public in and for said county and State came C.S. Jones by G.W. Jones her attorney in fact 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 the day and year last above written.

Geo W. Kuhne
Notary Public

LS
My commission expires Jan 25, 1930.