

MORTGAGE RECORD 75

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 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 July first, 1928.

Signed in the Presence of:

Maude V. White

Joseph T. White

State of Kansas |
County of Douglas | SS

On this 14th day of July 1928 before me the undersigned a Notary Public duly commissioned and qualified for and residing in said County and State personally came Joseph T. White and Maude V. White husband and 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 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
To N.P. Dodge
J.J. Eddy

RELEASE.

State of Kansas Douglas Co. ss
Filed for record July 20, 1928
At 2:50 P.M.

John E. Wellman
Register of Deeds

In consideration of the payment of the debt named therein, I hereby release the Mortgage made by J.J. Eddy and Annie E. Eddy husband and wife to N.P. Dodge Jr. on the following described property, situate in the County of Douglas and State of Kansas, to-wit:
Being Lot Five (5) of Block three (3) of Belmont Addition to Lawrence which mortgage was recorded on the 23rd day of February 1928 in Book #75 of Mortgages Page 206 of the Mortgage records of Douglas County, Kansas.

Witness my hand this 14 day of July 1928.

Signed and delivered in the presence of:

N.P. Dodge

C.W. Kelley.

E.J. Warren.

State of Nebraska |
County of Douglas | SS

On this 14th day of July 1928 A.D. before me C.W. Kelley a Notary Public duly qualified for and residing in said County personally came N.P. Dodge Jr. to me personally known to be the identical person whose name is affixed to the above release and acknowledged the said instrument to be his voluntary act and deed.
Witness my hand and Notarial seal at Omaha, in said County, the day and year last above written.

LS

My commission expires Sept. 15, 1930.

C.W. Kelley
notary public