

MORTGAGE RECORD 75

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SAUL DODD NORTH STATIONERY CO KANSAS CITY MO 64114

Provided Always, And this instrument is executed and delivered upon the following conditions:

First, That said parties of the first part shall pay or cause to be paid to the party of the second part, its successors or assigns, Thirty five hundred (\$3,500.00) Dollars in the first day of November 1933 with interest thereon, payable semi-annually, from November 1, 1928 according to the terms of the promissory bond or note with interest notes attached, signed by said parties of the first part, payable to the order of the Bankers Life Insurance Company of Nebraska, 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 notes hereby secured, or the mortgage securing the same, or against the owner of said bond or notes 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 \$----- loss payable to the second party, its successors or assigns, as their interests may appear; and shall 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 notes 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 any interest 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 notes 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. 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 (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 and coupons 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.

Fred G. Alford
Florence H. Alford

Signed in presence of

State of Kansas)
County of Douglas)

On this 27th day of November, 1928, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Fred G. Alford and Florence H. Alford, his 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.
E. J. Hilkey, Notary Public.

L.S. My Commission expires September 15th, 1930.

From
W. D. Pontius
To
Mary E. Bailey

RELEASE.

State of Kansas, Douglas Co. ss:
Filed for record Dec. 7th, 1928 at 9:30 A.M.

Isa E. Weisman
Register of Deeds,

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Mary E. Bailey and J. W. Bailey, dated the 24th day of November A.D. 1928, which is recorded in Book 63 of Mortgages, page 443, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 5th day of December, A.D. 1928.

W. D. Pontius

State of Kansas)
Douglas County) ss:

Be It Remembered That on this 5th day of December A.D. 1928, before me, F. C. Whipple a Notary Public in and for said County and State, came W. D. Pontius to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

Handwritten note: Received of W. D. Pontius the sum of \$3,500.00 on the 27th day of November 1928 for the mortgage on the premises described in the foregoing instrument. This mortgage is being recorded for the purpose of releasing the same from the lien of the mortgage secured by the promissory bond and interest notes attached thereto, signed by said parties of the first part, payable to the order of the Bankers Life Insurance Company of Nebraska, and bearing even date herewith.