

## MORTGAGE RECORD 75

And the said parties of the first part, further covenant and agree that in case of default on their part in any of the covenants and conditions to be performed by them hereunder, then, or at any time thereafter during the continuance of such default, the said party of the second part, may without notice, declare the entire debt hereby secured, immediately due and payable, and thereupon, the said party of the second part shall be entitled to the immediate possession of said premises, by receiver or otherwise as he may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and further security for the payment of the money mentioned herein, and said party of the second part may proceed to foreclose this mortgage; and in case of foreclosure, said judgment rendered shall provide that the whole of said premises be sold together and not in parcels, or otherwise, at the option of the party of the second part.

It is understood and agreed that all covenants and conditions contained in this mortgage shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties hereto.

In Witness Whereof, The parties of the first part have hereto signed their names this the day and year first above written.

E.W. Robinson  
E.W. Robinson  
Blanche Robinson  
Blanche Robinson

State of Kansas |  
Douglas County, |SS

Be it remembered, That on this 17th day of January A.D. 1929 before me, the undersigned a Notary Public in and for the County and State aforesaid, Personally appeared E.W. Robinson and Blanche Robinson his wife, to me known to be the same persons who executed the above and foregoing instrument of writing and who duly acknowledged the execution thereof to be their free and voluntary act and deed and for the purposes and consideration therein stated.

In Witness Whereof, I have hereto signed my name and affixed my notarial seal on this the day and year last above written.

Walter G. Thiele  
Notary Public

LS

My commission expires Apr. 23, 1929.

From  
Mutual Benefit Life Ins. Co.  
To  
Bartlett Bros. Land & Loan Co.

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ASSIGNMENT.

State of Kansas Douglas Co. ss  
Filed for record Jan 18, 1929  
At 10:05 A.M.

*Charles E. August*  
Register of Deeds

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The Mutual Benefit Life Insurance Company, located at Newark, New Jersey for value received does hereby assign, transfer and set over unto Bartlett Brothers Land and Loan Co. without recourse or warranty of any kind a mortgage, dated the fourth day of December A.D. 1913, made by Thomas W. Cree and Sadie L. his wife, to The Mutual Benefit Life Insurance Company together with the note or obligation for the sum of \$2,500 therein described and the money due and to grow due thereon, with the interest which mortgage was filed for record on the 29th day of December A.D. 1913 and recorded in book 51 at page 348 of the record of mortgages in the county of Douglas and State of Kansas.

In Witness Whereof, the said Company has caused this instrument to be signed by its Vice President and its common seal to be affixed this 21st day of April, A.D. 1924.

corp seal.

The Mutual Benefit Life Insurance Company  
By: Samuel W. Baldwin.  
Vice President.

State of New Jersey |  
County of Essex |SS

On this 21st day of April A.D. 1924 before me a Notary Public in and for said County, personally appeared Samuel W. Baldwin to me personally known to be the identical person whose name is subscribed to the foregoing instrument as Vice President of The Mutual Benefit Life Insurance Company the grant therein named, and acknowledged that he signed the same as the voluntary act and deed of the said Company and caused its common seal to be affixed thereto by its direction.

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

Gustave A. Hornflect  
Notary Public

LS

My commission expires March 20, 1929.  
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