

MORTGAGE RECORD 75

That no waiver of any breach of any condition or covenant herein contained shall be taken or construed as a waiver of any other subsequent breach of the same or any other such condition or covenant; and the exercise by the second party of any right, privilege or option hereby given shall not preclude the subsequent exercise of any such right, option or privilege on account of the same or any other breach of the covenants hereof;

That the granting by second party of any extension of time for the payment of said debt or interest, to first parties or any other person, or the taking of other or additional security or failure to accelerate the maturity of said debt in the event of breach of the conditions hereof shall not affect the rights of second party nor operate to release first parties from any personal liability on said debt, nor from any covenant herein;

That wherever used herein, the singular number shall be taken for and read as the plural and the plural as and for the singular, when the context may so require;

That all provisions herein shall bind the heirs, executors, administrators and assigns of the first parties aforesaid and inure to the benefit of the successors and assigns of the party of the second part;

That the term "party of the second part" or "second party" wherever used herein, shall be deemed and taken to include the lawful holder or holders of the indebtedness hereby secured;

That the property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

Now, if the payments are made as provided and all covenants and agreements fulfilled, this mortgage shall be null and void and shall be released at the cost of the first party, their heirs or assigns, which cost first party agrees to pay, but if the first party, their heirs or assigns, shall make default in the payment of any note or notes at maturity, or any interest thereon when due, or the taxes or assessments or insurance premiums aforesaid, or any part of either, or if waste be committed on or improvements be removed from said real estate without written consent of the second party or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part, or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall at the option of the second party or the legal owner of said indebtedness, become immediately due and payable without notice, and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately or at any time thereafter, cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereof under direction of the Court, and any amount so collected by such Receiver shall be applied, under direction of the Court, to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage.

Dated this First day of July, 1929

Howard McConnell
Elma McConnell

STATE OF KANSAS,
COUNTY OF DOUGLAS SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24th day of July 1929 appeared Howard McConnell, and Elma McConnell his wife to me known to be the identical persons who executed the foregoing instrument and such persons duly acknowledged the execution of the same.

Legal Seal

I. C. Stevenson
Notary Public in and for said County and State

My commission expires Oct 18, 1932

Witness my hand and notarial seal the day and year above set forth.

Recorded July 26, 1929 A. D. at 11:30 A. M.

E. C. Stevenson Register of Deeds

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Howard McConnell, and Elma McConnell his wife of Douglas County, State of Kansas, parties of the first part, hereinafter called the first party have mortgaged and hereby mortgage convey and warrant to Commerce Trust Company, of Kansas City Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate, in Douglas County Kansas, to-wit:

The South Half (½) of the Northeast Quarter (¼) of Section No. Twenty-three (23) Township No. Thirteen (13) South Range No. Twenty (20) East, less tract Eight (8) rods North and South by Ten (10) rods East and West out of the Northeast corner thereof, (Subject to right-of-way of the Sinclair Pipe Line Company according to Contract recorded Book 115, page 9, records of Douglas County, Kansas.)

containing 79 acres, more or less together with all the improvements thereon and the appurtenances thereunto belonging, subject only to a mortgage of even date herewith for Three Thousand and no/100 Dollars and interest thereon, between the same parties conveying the same real estate herein described.

This mortgage is given as security for performance of the covenants herein; and to secure payment to Commerce Trust Company, its successors and assigns, of the sum of Three Hundred Twelve and 50/100 Dollars, according to the terms of a promissory note of even date herewith executed by the first party payable to the Commerce Trust Company, or order, at its office in Kansas City, Missouri, in installments as follows: \$12.50 on the first day of January 1930, and \$30.00 on the first day of each January thereafter until the whole sum is fully paid, with interest on each installment from maturity of such installment at the rate of ten per cent per annum payable annually.

NOW, if the party of the first part shall fail to pay, or cause to be paid any of the notes secured hereby when the same shall become due or any sum or sums hereinafter mentioned, or shall fail in any

Reg. No. 222

Fee \$1.00

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