

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

My commission expires March 22, 1934.

T. J. Sweeney Jr. Notary Public

This assignment is made to correct Assignment recorded Oct. 18th, 1930 which shows the Commission expires March 22, 1930 and should be March 22, 1934.

Recorded Jan. 8, 1931 A. D. at 11:30 A. M.

*E. E. Conroy* Register of Deeds

# MORTGAGE

THIS INDENTURE, Made this 7th day of January in the year of our Lord One Thousand Nine Hundred Thirty-One by and between Charlotte E. Snyder & Harry E. Snyder, wife & Husband of the County of Morris and State of Kansas, parties of the first part, and The Morris County Savings and Loan Association (Incorporated under the laws of Kansas), located at Council Grove, Kansas, party of the second part, WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Two Thousand and No/100 Dollars, to Us in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Convey and Confirm, unto the said party of the second part, and to its successors and assigns, forever, all of the following described tract piece, or parcel of land, lying and situate in County of Douglas and State of Kansas, to-wit:

The West 65 feet of Lot No. One Hundred Forty Four (144) on Tennessee Street in City of Lawrence,

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree, that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever. PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST. Said Parties of the First Part are justly indebted unto the said party of the second part in the principal sum of Two Thousand and No/100 Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of One certain First Mortgage Real Estate Note, numbered 69 executed and delivered by the said first parties bearing date January 7th 1931 and payable to the order of the said The Morris County Savings and Loan Association at the office of said Association in Council Grove, Kansas, with interest thereon from date until maturity. Interest payable semi-annually on the 31st day of December and 30th of June in each year, and ten per cent per annum after maturity.

SECOND. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

THIRD. Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

FOURTH. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Two Thousand and No/100 Dollars; less, if any, payable to the Mortgagee or its assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at anytime become payable and receivable thereon, and apply the same when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

FIFTH. Said parties of the first part hereby assign to the said party of the second part, its successors and assigns, the rents and income arising at any and all times from the aforesaid mortgaged premises and do hereby authorize said party of the second part its successors and assigns, at its option to take possession of the said premises, collect and receipt for all rents and income and apply the same to the payment of interest, insurance premiums, taxes, assessments, principal payments, repairs or improvements necessary to keep said property in a tenable condition, or any other charges provided for in this mortgage, provided said payment or charges are in arrears.

It is also agreed that the taking of possession shall in no manner prevent or retard the said second party in the collection of said sums by foreclosure or otherwise.

The following is a true and correct copy of the foregoing instrument.

Reg. No. 1147  
Fee Paid \$2.00

The following is endorsed on the original instrument: Note: All Mon. 14th Jan. 1931, that 24 Morris County Savings and Loan Association, at Council Grove, Kansas, has received from Charlotte E. Snyder & Harry E. Snyder, wife & Husband of the County of Morris and State of Kansas, parties of the first part, a copy of the foregoing mortgage, assignment and deed, the receipt of which is hereby acknowledged. In witness whereof, the undersigned, Secretary of said Association, has caused this instrument to be signed by the Secretary and its common seal to be hereunto affixed this 16th day of January A.D. 1931.

The Morris County Savings and Loan Association.  
By Morris S. Boush, Secretary

Copy Seal

Harold A. Beck

Fred W. Kuhn

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