

SAM'L DODSWORTH STATIONERY CO KANSAS CITY MO 64114

THIRD, That said parties of the first part agree to pay all taxes and all special assessments levied or assessed against or due upon said real estate before delinquency and to procure, maintain and deliver to said party of the second part, its successors, or assigns, fire, lightning and tornado insurance policies insuring the buildings on said real estate in companies to be approved by said party of the second part, its successors or assigns, for not less than \$1,000.00 with loss payable to the said party and shall keep the buildings and other improvements upon said premises in good repair and condition.

FOURTH, That if said insurance is not promptly effected, and maintained, or if such taxes and special assessments shall not be paid before delinquency, said party of the second part, its successors or assigns (whether electing to declare the whole sum hereby secured due and collectible or not) may effect and pay for said insurance, and may pay said taxes and/or special assessments, and all such payments with interest thereon at the rate of ten per cent per annum, from the respective dates of payment, shall be a lien against said premises and secured hereby.

FIFTH, That if default be made in the payment of any of said notes hereby secured, or of any interest on said notes or any of them or any part thereof, for the space of ten days after the same shall become due, or if default be made in the payment of any taxes and/or special assessments levied or assessed against said real estate, or against the notes hereby secured, or against this mortgage, before delinquency, or in case said part of the first part shall fail to keep or perform any of the covenants, conditions or agreements contained in this mortgage or in the notes hereby secured, time being of the essence of this contract, then this mortgage and all sums of money secured hereby, less interest for the unexpired time, shall, at the option of said party of the second part, its successors or assigns, become at once due and payable, without further notice, and then this mortgage may be foreclosed and the mortgaged premises sold in one body. The notes secured by this mortgage may be after maturity (whether the same mature 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), bear interest at the rate of ten percent per annum until paid.

SIXTH, That if an action is commenced to foreclose this mortgage, said party of the second part, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, and such receiver shall have the right to take immediate possession of, and control and preserve the mortgaged property, and to collect the rents and profits thereof, for the payment of the debt hereby secured, and said receiver's costs and expenses, and may perform and discharge all duties of a receiver.

SEVENTH, That this mortgage, and the notes secured hereby without regard to the place of execution or delivery, are made under, and shall be construed by and according to the laws of the State of Kansas. If the foregoing conditions are fully performed, then this conveyance shall become void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands.

Signed in the Presence of
John E. Tucker

Charles E. Howard
Maude M. Howard

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

On this 14, day of January 1931 before me, the undersigned, a Notary Public duly commissioned and qualified for and residing in said County and State, personally came Charles E. Howard, and Maude M. Howard, his wife, to me personally known to be the identical persons described in and who signed and executed the foregoing mortgage and duly acknowledged that they executed said instrument and that the execution of the same is their voluntary act and deed.

WITNESS my hand and Notarial Seal at Lawrence in said County, the day and year last above written.

Legal Seal

My commission expires May 12, 1934

L. E. Hoover Notary Public

Recorded Jan. 14, 1931 A. D. at 2:30 P. M.

Elin S. Conant Register of Deeds

PARTIAL RELEASE

STATE OF KANSAS,
SHAWNEE COUNTY, SS.

KNOW ALL MEN BY THESE PRESENTS, That The Prudential Investment Company, of the County and State aforesaid, does hereby certify that a certain Indenture of Mortgage, dated February 1, 1927, made and executed by Nu Chapter of Sigma Nu, a corporation, of the first part, to The Prudential Investment Company, of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in Volume 67 of Mortgages at page 541, on the 17th day of February, A. D. 1927, is as to the following described tract:

Beginning at the Southeast corner of the Northwest quarter (NW^{1/4}) of Section Thirty-six (36) Township Twelve (12) South, Range Nineteen (19) East of the Sixth (6th) P. M. in Douglas County, Kansas, thence West Eighteen and five-tenths (18.5) chains, thence North Eight degrees and thirty minutes East Twelve and eighty-seven hundredths (12.87) chains, thence East Eight and ninety-six hundredths (8.96) chains, thence South Ninety-one hundredths (.91) of a chain, thence East One and forty-five thousandths (1.045) chains, thence East Two Hundred and sixty-one and five tenths (261.5) feet for a point of beginning; thence East Four and fifteen hundredths (4.15) feet, thence North One and forty-five thousandths (1.045) chains, thence East Two and fifty-seven hundredths (2.57) chains, thence South Three hundred and seventy-nine and five-tenths (379.5) feet, thence West Four Hundred and two tenths (400.2) feet, thence North Twenty-seven and three tenths (27.3) feet, thence following the curves of the Southerly edge of a Nine (9) foot paved concrete roadway, North Sixty degrees and fourteen minutes East Fifty (50) feet, thence North Twenty-four degrees and twenty-nine minutes East One Hundred (100) feet, thence North Thirty-two degrees and thirty-five minutes East One Hundred (100) feet, thence North Fifty-eight degrees and twenty-four minutes East One hundred three (103) feet, thence North Thirty-eight and one tenth (38.1) feet to place of beginning and containing two and four tenths (2.4) acres, more or less, as per Survey No. 461 on file in the office of the County Surveyor in Book 3 and Page 13.