

FIFTH: If, as aforesaid, default shall be made in the payment of any note or interest at maturity, or any interest thereon when due, or the taxes or assessments, or any part of either, or if waste be committed on or improvements be removed from said real estate, without written consent of the mortgagee, or if by reason of operation under any oil, gas, mineral or other 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, or if the sums hereby secured shall at the option of said mortgagee become immediately due and payable without notice to any party, and no failure of said mortgagee to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of the right to exercise any option at any other time, as to any past, present or future default hereunder, but said mortgagee may without notice, at any time after a default as aforesaid, or a breach or violation of any of the covenants or agreements herein, immediately 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, to receive and collect the profits, rents, issues and royalties thereof, under the direction of the Court, and any amount so collected by said Receiver shall be applied under the direction of the Court to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage. In case of the foreclosure, the judgment rendered shall provide that all of said real estate shall be sold together and not in parcels. Appraisement waived.

Arthur W. Anderson  
Eva Anderson

On this 5th day of January A. D. 1931 before me a Notary Public in and for said County, personally appeared Arthur W. Anderson and Eva Anderson, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

Legal Seal

My commission expires January 23rd 1933.

F. B. Dodds      Notary Public

Recorded Jan. 30, A. D. 1931: at 9:15 A. M.

Eliu E. Armstrong Register of Deeds

## MORTGAGE

THIS INDENTURE, Made this 30th day of January in the year of our Lord one thousand nine hundred and thirty-one between Gover C. Clark and wife (Viva W. Clark) of Overbrook RFD in the County of Franklin and State of Kansas parties of the first part, and The Kansas State Bank, Ottawa, Kansas party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$1400.00 One thousand four hundred 00/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do Grant, Bargain, Sell and Mortgage to the said party of the second part its successors heirs and assigns forever, all that tract or parcel of land situate in the County of Douglas and State of Kansas, described as follows, to-wit: The Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Fourteen (14) Township Fifteen (15) Range Eighteen (18) Containing forty (40) acres more or less, with the appurtenances and all the estate, title and interest of the said parties of the first part therein. 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. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second part, for the benefit of said second party, or assigns, in the sum of not less than \$-----Dollars each, and shall deliver the policies to said second party and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$1400.00 One Thousand four hundred 00/100 Dollars according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the demand to the order of said second party with interest at six (6) per cent per annum from date. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part its successors executors, administrators and assigns, at any time thereafter, to take possession of the said premises, and all the improvements thereon and receive the rents issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hersunto set their hands and seals the day and year first above written.

Grover C. Clark (Seal)  
Viva M. Clark (Seal)

Reg. No. 1182  
Fee Paid \$3.25

The Within Mortgage having been paid in full, it is hereby released on this the original instrument, this 21 day of February 1, 1942.

Kansas State Bank  
E. N. Hill  
President

(Copied)

(Corp. Seal)

was released  
was written  
on the original  
Mortgage,  
entered  
this 29..... day  
of February.....  
1942.....  
H. and L. B. B.  
Reg. of Deeds.