

## MORTGAGE RECORD No. 77

property appointed at once who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receiver's costs and expenses, and may discharge all duties of a receiver.

SEVENTH, And it is further agreed and declared that this mortgage, and the bond or note secured hereby, are made under, and are to be construed by the laws of the State of Kansas.

The foregoing conditions being fully performed, this conveyance shall be void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hand.

SIGNED IN THE PRESENCE OF

ATTEST

N. J. Ward, Secretary

THE INTERNATIONAL INVESTMENT CORPORATION

by J. F. Kell, President

Corporate Seal

STATE OF KANSAS, SHAWNEE COUNTY, SS:

BE IT REMEMBERED, That on this 5th day of March, A. D. 1932, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. F. Kell, President of THE INTERNATIONAL INVESTMENT CORPORATION, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas and N. J. Ward Secretary of said Corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.

Legal Seal

My Commission expires Oct. 13 - 1932

Hazel L. Martin, Notary Public

Recorded March 7, A. D. 1932 at 9:35 A. M.

*S. S. Courtney* Register of Deeds

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MORTGAGE

THIS INDENTURE, Made the 1st day of February A. D. 1932, between Fred E. Bell and Hazel G. Bell, his wife parties of the first part, and The Equitable Life Assurance Society of the United States, a corporation organized and existing under the Laws of the State of New York, having its principal office at number 393 Seventh Avenue, New York City, N. Y., party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of Six Thousand and No/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors or assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit:

Northeast Quarter of Section Thirty-six (36), Township Fourteen (14) South, Range Twenty (20), East of the Sixth Principal Meridian,

and containing 160 acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereto belonging unto the said party of the second part, its successors or assigns forever.

And the said parties of the first part 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, and that they have a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that the parties of the first part hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waive all benefit of the homestead, appraisal, exemption and stay laws of the State of Kansas, and agree to pay all fees necessary for recording this instrument.

CONDITIONED, HOWEVER, That whereas, the said parties of the first part, are justly indebted to the said The Equitable Life Assurance Society for money borrowed in the principal sum of Six Thousand and No/100 Dollars, to secure the payment of which, the parties of the first part, have executed and delivered to the said The Equitable Life Assurance Society a certain promissory note in the sum of Six Thousand and No/100 Dollars, bearing even date herewith and payable to the order of The Equitable Life Assurance Society, its successors or assigns, according to the tenor and effect of said note, with interest thereon from February 1st, 1932 to maturity, at the rate provided for in said note, and both principal and interest to bear interest after maturity at the rate of ten (10) per cent per annum, payable semi-annually, until paid.

And said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due and payable and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgagor, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid to procure and maintain policies of fire and if required tornado and windstorm insurance on the buildings erected and to be erected upon the above described premises in some responsible company or companies, to the satisfaction of the party of the second part, to the amount of \_\_\_\_\_ Dollars, loss, if any, payable to the mortgagor or its assigns. It is further agreed that all policies of insurance, of whatever nature and of whatever amount, taken out on said improvements or fixtures thereto attached during the existence of the debt hereby secured, shall be constantly assigned, pledged and delivered to said party

L. JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas  
do hereby certify that a judgment of purchase of the mortgaged herein referred to was made by said District Court on the 26th day of February, 1932, in favor of the plaintiff, and that the same is duly recorded in Journal 25, Volume 102, dated 1932, and that the same may be had this 15th day of March, 1932,  
*[Signature]*  
John Callahan, Clerk of the District Court

ATTEST:  
*[Signature]*  
Fred E. Bell  
Hazel G. Bell  
by

Recorded