

upon said premises a binding receipt for any payments made under the terms of said lease or leases and to demand, sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

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, the whole of 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, issued 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 foreclosure, the judgment rendered shall provide that all of said real estate shall be sold together and not in parcels. Appraisement waived.

IN WITNESS WHEREOF, the said parties of the first part hereunto set their hands, the day and year first above written.

L. B. Snyder
Minerva Snyder

STATE OF KANSAS }
COUNTY OF DOUGLAS } SS.

On this 23rd day of November A. D. 1932, before me, a Notary Public, in and for said County, personally appeared L. B. Snyder and Minerva Snyder, 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 July 22, 1933

W. O. Gibbon
Notary Public

Recorded January 11, A. D. 1933 at 4:50 P. M.

W. O. Gibbon Register of Deeds

MORTGAGE

THIS MORTGAGE, Made this 30th day of September 1932, by L. B. Snyder and Minerva Snyder, husband and wife, of the County of Douglas, and State of Kansas, party of the first part, to BARTLETT MORTGAGE COMPANY, a corporation under the Laws of Missouri, located at St. Joseph, Buchanan County, Missouri, party of the second part,

WITNESSETH, That said party of the first part, in consideration of the sum of (\$150.) One Hundred Fifty DOLLARS, to them in hand paid, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto the said party of the second part, its successors or assigns, the Real Estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows, to-wit:

Commencing at the Southwest Corner of the Northeast Quarter of Section Twenty-nine (29), in Township Fourteen (14), of Range Twenty (20), thence East One Hundred Sixty (160) rods, thence North Sixty-four (64) rods, thence West Sixty (60) rods, thence North One (1) rod, thence West One Hundred (100) rods, thence South Sixty-five (65) rods to the place of beginning; also commencing at the Northwest corner of the Southeast Quarter of Section Twenty-nine (29), in Township Fourteen (14), of Range Twenty (20), thence East One Hundred Four (104) rods, thence South Twenty-four (24) rods, thence West Twenty-eight (28) rods, thence South Fifty-six (56) rods, thence West Seventy-six (76) rods, thence North Eighty (80) rods to the place of beginning.

Containing One Hundred Ten (110) acres.

TO HAVE AND TO HOLD THE SAME FOREVER; Provided, however, that whereas the said party of the first part have this day for value received executed and delivered to the said BARTLETT MORTGAGE COMPANY their Negotiable Promissory Note for the sum of (\$150.) One Hundred Fifty DOLLARS, payable as follows: \$25. on the first day of April 1933, and \$25. on the first day of each October and April thereafter until the whole sum is paid, with interest on each installment from maturity at the rate of ten per cent per annum payable to the order of said BARTLETT MORTGAGE COMPANY at its office in the City of St. Joseph, Missouri;

Now, therefore, if all of said sums of money shall be paid when they respectively become due, then this Mortgage shall be cancelled of record at the cost of the said party of the first part;

But if the first party fails to pay interest when due on any prior encumbrance or fails to pay taxes on said premises before any penalty for non-payment attaches, the second party may pay said interest or taxes, or both, and the amount so paid with interest thereon from the date of payment at the rate of ten per cent per annum shall be collectible with, as part of and in the same manner as the principal sum hereby secured; and if any one of said sums of money hereby secured or the interest thereon be not paid when due, or if the first party fails to pay taxes on said premises before any penalty for non-payment attaches, or if any of the covenants or agreements in any prior encumbrance be not performed according to the terms thereof, then all of the sums of money hereby secured and then unpaid shall at once at the option of the holder become due and payable, and bear interest at the rate of ten per cent per annum, as provided by said note, and judgment therefor, and for costs of suit, and for the foreclosure of this Mortgage, shall be rendered. If judgment be rendered for foreclosure of this Mortgage, it shall be that the whole of the said real estate be sold together, and not in parcels.

This Mortgage is subject and second to a mortgage this day given to Bartlett Mortgage Company

Ind. No. 2254
Fee Paid 25¢

See Release sec Book 8 page 456