

MORTGAGE RECORD No. 79

then remaining unpaid, by reason of an insufficient water supply, inadequate drainage, improper irrigation or erosion, then said mortgagee shall have the right, at its option, to declare the unpaid balance of the indebtedness secured hereby due and payable and to forthwith foreclose this mortgage.

In the event of foreclosure of this mortgage, the mortgagee shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents, issues and profits thereof; the amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.

If any of the payments of the above described note(s) be not paid when due, or if the mortgagor shall permit any taxes or assessments on said lands to become delinquent, or fail to keep the buildings and improvements insured as herein provided, or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall fail to keep and perform all and singular the covenants, conditions and agreements herein contained, then the whole of the indebtedness secured hereby, at the option of the mortgagee, shall become immediately due and payable and bear interest from such date at the rate of eight per cent per annum, and this mortgage subject to foreclosure.

At any payment period after five years from the date hereof, the mortgagor shall have the privilege of paying any number of unmatured principal payments of the debt hereby secured. Such additional payments shall not operate to state or reduce thereafter the periodical payments of principal and interest as herein contracted to be made, but shall operate to sooner retire and discharge the loan.

It is agreed that all of the abstracts of title to the real estate above described, which have heretofore been delivered by the mortgagor to the mortgagee herein, shall be retained by said mortgagee until the indebtedness secured hereby shall have been paid and discharged in full, and in the event the title to said real estate is conveyed by the mortgagor to the mortgagee in satisfaction of the mortgage indebtedness, said abstracts shall thereupon become and be the property of the mortgagee, or in the event of foreclosure of this mortgage, the title to said abstracts shall pass to the purchaser at the Sheriff's or Master's sale, upon expiration of the redemption period provided by law.

Now if the said mortgagor shall pay, when due, all payments provided for in said note(s), and reimburse said mortgagee for all sums advanced hereunder, and shall perform all of the other covenants and conditions herein set forth, then this mortgage shall be void, otherwise to be and remain in full force and effect.

The said mortgagor hereby waives notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisal laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal the day and year first above written.

Chester U. Baldwin
Mrs. Vina Baldwin

STATE OF Kansas)
COUNTY OF Douglas) SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 6th day of November, 1933, personally appeared Chester U. Baldwin, also known as C. U. Baldwin, and Vina Baldwin, his wife to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Legal Seal
My Commission expires November 8, 1934

Frank E. Banks
Notary Public.

Recorded November 6th, A. D. 1933 at 4:35 P. M.

E. C. Condit Register of Deeds

RELEASE OF MORTGAGE

For value, JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, of Boston, Massachusetts, hereby acknowledges satisfaction and releases the certain mortgage dated June 21st, 1926, for \$4,000.00, made by Leonard Ice and Rose C. Ice, his wife to Warren Mortgage Company and duly assigned to said John Hancock Mutual Life Insurance Company, describing land in Douglas County, Kansas, which mortgage is recorded in Volume 67, on page 360, of Mortgage Records of said County.

Dated Boston, Massachusetts, October 24th, 1933.

Corp. Seal

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY
By Fred P. Hayward
Treasurer

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) SS

On this twenty-fourth day of October, 1933, before me, a Notary Public in and for said Commonwealth, came Fred P. Hayward, the Treasurer of John Hancock Mutual Life Insurance Company, to me personally known to be the identical person who executed for and on behalf of said company the foregoing release of mortgage, and acknowledged to me that he executed the same as his voluntary act and deed and the voluntary act and deed of said company for the uses and purposes therein set forth.