

MORTGAGE RECORD No. 79

assigns, shall be entitled to a judgment for the sums due upon said note and the additional sums paid by virtue of this mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said Mortgagor, its successors and assigns, and all persons claiming under it, at which sale appraisal of said property is hereby waived by Mortgagor; and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said Mortgagor.

Mortgagor covenants and agrees to keep all buildings, machinery, fixtures and improvements on said property, or which may hereafter be erected or placed thereon, in good repair, and to keep the same continuously insured for the benefit of the Mortgagee against loss or damage by fire, lightning, hail, cyclone, tornado, or other casualty, in an insurance company or companies, and in an amount approved by the Mortgagee, and to assign and deliver to the Mortgagee as issued, with all premiums paid thereon in full, all insurance policies on said property, same to carry loss payable clauses in form satisfactory to the Mortgagee. In the event any sum becomes payable under such policy or policies, the Mortgagee, its successors or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagor to receive and use same and/or any part thereof for the purpose of remodeling or repairing the damaged premises. If Mortgagor fail or neglect to procure such insurance, Mortgagee may effect such insurance in its own name and the premiums, costs, charges and expenses thereof shall be an additional lien on said mortgaged property and may be enforced and collected in the same manner as the principal debt hereby secured.

Mortgagor agrees to furnish to Mortgagee and to the holder of said note upon demand, such additional security for the payment of the entire indebtedness as may from time to time be requested of it.

Mortgagor further agrees that upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, Mortgagee shall be entitled to the possession of the said premises and appurtenances, and all the improvements thereon, and the rents, issues and profits thereof. And the Mortgagee may then, and in any such case, immediately enter into and upon the premises hereby mortgaged, and all buildings and improvements thereon, and may remove and put off and from said premises, buildings and improvements all and every person or persons whomsoever, forcibly if necessary, and may have, take and retain possession of the said premises and buildings, and improvements thereon, and receive and take the rents, issues and profits thereof. And a failure on the part of the said Mortgagee, its representatives or assigns, to take advantage of, or to enter into or upon said premises, buildings and improvements, for or upon the happening of any forfeiture or forfeitures, shall not operate as a waiver thereof, and shall not preclude or bar Mortgagee from taking advantage thereof on the happening of any other forfeiture or cause for so doing.

Mortgagor further covenants and agrees that at the delivery hereof, it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that it will warrant and defend the same in the quiet and peaceable possession of said Mortgagee, its successors and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The Lawrence Sanitary Milk and Ice Cream Company, a corporation, has caused this mortgage to be signed on its behalf by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its corporate seal to be hereunto affixed the day and year first above written.

THE LAWRENCE SANITARY MILK AND ICE CREAM COMPANY,
By S. W. Hurwitz President.

ATTEST: H. W. Love Secretary.

(CORPORATE SEAL)

STATE OF KANSAS)
COUNTY OF DOUGLAS) SS.

BE IT REMEMBERED, that on this 2nd day of July, A.D. 1935, before me, a Notary Public, in and for the County of Douglas, State of Kansas, personally appeared S. W. HURWITZ, President of The Lawrence Sanitary Milk and Ice Cream Company, a corporation, who is personally known to me and known to me to be the President of said corporation and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(SEAL) My commission expires: Jan. 23-1939

Myrtle McConnell
Notary Public.

Recorded July 2, 1935 at 10:15 A.M.

Harold A. Beck Register of Deeds.

(The following is endorsed on the original instrument recorded in Mortgage Book 70 page 64)
Receiving No. 787

A S S I G N M E N T

FOR VALUE RECEIVED, The Central Trust Co. hereby assigns the within Mortgage and the debt secured thereby to VERMONT-PEOPLES NATIONAL BANK, Trustee for Mary P. Dunham September 19, 1933

(CORPORATE SEAL)

THE CENTRAL TRUST CO.,
By J. E. Merriam Vice-President.

STATE OF KANSAS, SHAWNEE COUNTY, ss.

BE IT REMEMBERED, That on this 19th day of September A. D. 1933, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. E. Merriam Vice-President of The Central Trust Co., a corporation to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(SEAL) (Commission expires March 5, 1936)

Helen M. Goodyear
Notary Public.

Recorded July 5, 1935 at 10:45 A. M.

Harold A. Beck Register of Deeds.

For Release see Book 8, page 271