

MORTGAGE RECORD No. 79

(8). If default be made in the payment of said notes (principal and interest notes) or any or either of them when the same become due and payable; or there is a failure to conform to or comply with any of the foregoing covenants or agreements; or if the title of the said first party at the date hereof is other than fee simple, free and uninumbered; or in case of any default to refund on demand any moneys which have been paid out by the holder of this mortgage for taxes, insurance, liens, abstract of title, or extension of abstract of title, to said premises, protecting said title, or for any purpose authorized in this mortgage; then, the whole of the principal sum hereby secured, together with the interest accrued thereon, shall thereupon, at the option of the said second party, without notice, become immediately due and payable (anything herein or in said notes to the contrary notwithstanding) and this mortgage may be immediately foreclosed. Interest on the debt secured hereby shall be ten per cent per annum after maturity by default, or otherwise, until paid.

(9). In case of foreclosure said second party shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of said premises, collect the rents and profits thereon and apply the same as the Court may direct.

(10). In case of foreclosure hereof said real estate shall be sold without appraisalment, and the judgment rendered shall, if the holder hereof so desires, provided that the herein described property (whether same be in separate tracts or parcels) shall be sold together and not in parcels. Said first party further expressly waives all benefits of the homestead and stay laws of said State.

(11). In the event of the passage, after date of this mortgage, of any law of the State of Kansas, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of said party of the second part, without notice to any party, become immediately due and payable.

(12). That any failure of the said second party to exercise any right or option herein given or reserved shall not operate as a waiver or estoppel against any party from afterwards exercising any such or other right or option at any time.

(13). All covenants and agreements in these presents contained to be kept and performed by said party of the first part shall extend to and be binding and obligatory upon the heirs, executors, administrators, assigns and legal representatives of said party of the first part, and, whether so expressed or not, shall inure to the benefit of and be available to the heirs and assigns of the said party of the second part, and words used in the singular number shall include the plural and words in the plural shall include the singular.

(14). This mortgage and the notes secured hereby shall be in all respects construed according to the laws of the State of Kansas.

The foregoing conditions, covenants and agreements being performed, this conveyance shall be void and shall be released by the second party at the cost and expense of said first party; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, The said first parties have hereunto set their hands and seal the day and year first above written.

Executed and delivered in presence of

H. D. Mollenbruch
Maggie Mollenbruch

State of KANSAS)
SHAWNEE County) ss.

BE IT REMEMBERED, That on this 20th day of August A. D. 1936, before me, the undersigned, a Notary Public in and for said County and State, came H. D. Mollenbruch and Maggie Mollenbruch, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

(SEAL) My commission expires Feb. 15, 1940.

A. L. Wallingford
Notary Public.

Recorded August 22, 1936 at 9:40 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 2869

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, We hereby sell, transfer and assign to Reconstruction Finance Corporation, Mortgage Corporation, and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Frank L. Brown and Grace M. Brown, his wife, to The First National Bank of Lawrence, Kansas, which mortgage is recorded in Book 78 of Mortgages, Page 284, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, We have hereunto set our hand this twenty-fourth day of August 1936.

(CORP. SEAL)

THE FIRST NATIONAL BANK OF LAWRENCE, KANSAS,
By F. C. Whipple Vice President.

STATE OF KANSAS,)
Douglas County,) ss.

BE IT REMEMBERED, That on this 24th day of August, 1936, before me, a Notary Public in and for said County and State, came F. C. Whipple, Vice President of The First National Bank of Lawrence, Kansas, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

(SEAL) My commission expires January 14 1939

Leona R. Pippert
Notary Public.

Recorded August 25, 1936 at 9:15 A.M.

Harold A. Beck Register of Deeds.