

# MORTGAGE RECORD No. 79

625

of any note or interest at maturity, or any interest thereon when due, or the taxes or assessments as aforesaid, 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 or mineral or other leases, 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 the 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, issues and royalties thereof, under direction of the Court, and any amount so collected by said Receiver, shall be applied under direction of the Court, to the payment of any judgment rendered, or amount found due, upon foreclosure of this mortgage. In case of foreclosure, it is agreed that the judgment rendered shall provide that all of said real estate shall be sold together, and not in parcels.

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

Melvin M. Molder.  
Agnes Molder

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on the 14th day of November, A. D. 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Melvin M. Molder and Agnes Molder, his wife, to me personally known to be the same persons 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)

Oscar J. Lane  
Notary Public  
Commission expires March 9, 1938.

Recorded November 20, 1936 at 9:45 o'clock A. M.

*Harold A. Burt* Register of Deeds

By \_\_\_\_\_ Deputy Register of Deeds.

Receiving No. 3328

MORTGAGE

Reg. No. 858  
Reg. Fee \$5.25

This Mortgage, made the 20th day of November, A. D. 1936, between Core M. Downs, a single woman of the City of Lawrence in the County of Douglas, and State of Kansas, party of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a body corporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark and State of New Jersey, party of the second part,

Witnesseth: That whereas the said party of the first part is justly indebted to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, for money borrowed in the sum of TWENTY-FIVE HUNDRED and no/100 Dollars, to secure the payment of which she has executed her promissory note, of even date herewith, for the principal sum of TWENTY-FIVE HUNDRED and no/100 Dollars, with interest from date, until maturity, at the rate of 5 per centum per annum being an installment note by the terms of which the said party of the first part agrees to pay to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, or order, in monthly installments as follows, namely: Beginning on the first day of December, 1936, and on the first day of each month thereafter the sum of TWENTY-SIX and 63/100 Dollars and the balance of said principal sum due and payable on the first day of November, 1946. The aforesaid monthly payments of TWENTY-SIX and 63/100 Dollars each are to be applied first to interest at the rate of 5 per cent. per annum on the principal sum of TWENTY FIVE HUNDRED and no/100 Dollars, or so much as shall from time to time remain unpaid, and the balance of each monthly installment shall be applied on account of principal.

Said note provides that if any part of the principal or interest is not paid when due all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ten per cent. per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at its Home Office, in the City of Newark, New Jersey, in lawful money of the United States of America. Now, therefore, this Indenture Witnesseth: That the said party of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid, and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the City of Lawrence in the County of Douglas and State of Kansas, to-wit:

All of Lot C, and the South Half of Lot D in Block 5, in University Place on Addition to the City of Lawrence, in Douglas County, Kansas.

And the said party of the first part expressly agrees to pay all installments of principal and/or interest of said note promptly as they become due and to pay all taxes and assessments against said premises when they become due; and agrees that when any taxes or assessments shall be made upon said loan or upon said party of the second part or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated the party of the first part will pay such taxes or assessments when the same become due and payable; and that she will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part for a sum satisfactory to and for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein or assigns, and deliver the said policy or policies to the party of the second part or assigns, as collateral security for the debt hereby secured.

The said party of the first part agrees to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.