

## DOUGLAS COUNTY

mortgage may pay such taxes and assessments, and recover the amount so paid with interest thereon at the rate of ten per cent per annum, and this mortgage shall stand as security therefor.

THIRD. That the said first party shall keep the buildings on said premises insured in some responsible company or companies, approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than Nine Thousand and No/100 Dollars, and shall deliver the policies and renewal receipts to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

FOURTH. That said first party shall keep all fences, buildings and other improvements on said premises in as good condition and repair as they now are, and shall not suffer waste nor permit the value of said premises to depreciate by neglect or want of care; and should said first party neglect so to do, said second party or assigns shall be entitled to immediate possession of said premises.

FIFTH. In case of default of payment of any sum herein covenanted to be paid for the period of ten days after the same becomes due, the said first parties agree to pay to the said second party, or its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default, to the time when said principal and interest shall be fully paid; and in case of default of any of the covenants herein contained, the rents and the profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder shall be entitled to the possession of said property by a receiver or otherwise as it may elect. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be canceled at the expense of said party of the second part; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenant herein contained, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisal.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Anna M. Coe  
C. A. Coe

STATE OF KANSAS, )  
County of Douglas ) ss.

BE IT REMEMBERED, That on this 31st day of December A. D. 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Anna M. Coe and C. A. Coe, her husband 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) (Term expires Jan. 27 1939)

F. C. Whipple  
Notary Public.

Recorded December 31, 1936 at 11:00 A.M.

Harold A. Beck Register of Deeds.

## RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that W. C. Stevens and Ada P. Stevens of Lawrence in the County of Douglas and State of Kansas, the mortgagees named in the certain mortgage hereinafter described, do hereby acknowledge that the certain instrument of mortgage, bearing date the 13th day of May 1929, made and executed by Beta of Delta Sigma Lambda Alumni Association and Holding Corporation, to W. C. Stevens and Ada P. Stevens aforesaid, and recorded in the office of the Register of Deeds in and for the County of Douglas and State of Kansas, in Book Numbered 75, at page Number 467, on the 20th day of May, 1929, of the records of said office is satisfied; the note and indebtedness thereby secured having been settled and paid, and the said Register of Deeds, is hereby authorized and directed to discharge such mortgage of record and after the record of this instrument, to make a minute of the discharge of such mortgage of record upon the margin of the record thereof, in accordance with the provisions of the statute in such cases made and provided.

WITNESS OUR HANDS this 31st day of December, 1936.

W. C. Stevens  
Ada P. Stevens

STATE OF KANSAS  
DOUGLAS COUNTY SS

Now on this 31st day of December, 1936 before me the undersigned Notary Public in and for said County and State, came W. C. Stevens and Ada P. Stevens, known to me personally to be the same persons who signed the same in my presence and acknowledged the same to be their free act and deed.

John W. Brand  
Notary Public

(SEAL) My Commission Expires the 25 day of July 1939.

Recorded January 2, 1957 at 8:00 A.M.

Harold A. Beck Register of Deeds.