

MORTGAGE RECORD 83

benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights, or benefits to the party of the first part, or assigns, until notified by legal holder hereof to account for and to pay over the same to such legal holder.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises, collect the rents and profits, thereon and apply the same as the court may direct, and any judgment for the foreclosure of this mortgage shall provide that all of the land herein described shall be sold together and not in separate parcels.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void, and shall be released by the party of the second part at the costs and expense of the party of the first part; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal on the day and year first above written.

Laura Christian

STATE OF KANSAS,)
County of Douglas)ss:

Be it remembered, that on this 22nd day of January, A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came LAURA CHRISTIAN, a widow, who is personally known to me to be the same person who executed the foregoing mortgage, and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

C. B. Hosford

(SEAL) Term expires June 26 - 1939

Notary Public, Douglas County, Kansas.

Recorded January 29, 1937 at 9:45 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 3740 A

M O R T G A G E

Reg. No. 9447
Fee Paid \$0.30

THIS MORTGAGE, Made this 21st day of January, 1937, by LAURA CHRISTIAN, a widow of the County of Douglas and State of Kansas, party of the first part, to THE DAVIS-WELLCOME MORTGAGE COMPANY a corporation, existing under the laws of the State of Kansas having its office at Topeka, County of Shawnee and State of Kansas, party of the second part;

WITNESSETH, That said party of the first part, in consideration of the sum of SEVENTY TWO - - DOLLARS, to her in hand paid, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, its successors or assigns, the real estate situated in the County of Douglas, and State of Kansas, particularly bounded and described as follows, to wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty Two (32), Township Thirteen (13) South, Range Eighteen (18) East of the Sixth Principal Meridian, containing One Hundred Sixty (160) Acres, more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance. This mortgage is subject and second to a mortgage executed by the party of the first part to THE DAVIS WELLCOME MORTGAGE COMPANY, dated January 21, 1937, to secure the payment of \$1600.00, covering the above-described real estate.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said party of the first part has this day executed and delivered one certain promissory note in writing to said party of the second part, payable in installments as follows: \$7.20 on July 30, 1937, Jan. 30, 1938, July 30, 1938, Jan. 30, 1939, July 30, 1939, Jan. 30, 1940, July 30, 1940, Jan. 30, 1941, July 30, 1941 and Jan. 30, 1942, respectively, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of THE DAVIS-WELLCOME MORTGAGE COMPANY, Topeka, Kansas, and it is distinctly understood and agreed that the note secured by this mortgage is given for and in consideration of the services of said THE DAVIS-WELLCOME MORTGAGE COMPANY in securing a loan for said party of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said note does not represent any portion of the interest on said loan and is to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

NOW, If said party of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any interest or other charges hereafter accruing on any prior incumbrances on the premises hereby conveyed, provided such interest or other charges are not paid promptly when due by party of the first part, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

In Witness Whereof, The said party of the first part has hereunto set her hand, the day and year first above written.

Laura Christian

Ms. dist. from by the mortgagee to the legal holder in full and paid. She came to this office and paid. Also on July 1, 1942.
(My name is Laura Christian)
The Davis-Wellcome Mortgage Company
By: Harold A. Beck, Register of Deeds

This release was written on the original mortgage

entered this 1 day of March 1942

Harold A. Beck
Reg. of Deeds
Douglas County, Kansas