

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 parties of the first part; otherwise to remain in full force and virtue.

Privilege is given to said party of the first part, heirs or legal representatives to make additional payments on the principal sum of said note on any interest-due date, in accordance however with the terms of such privilege as set forth in said note.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Everett D. Pence
Vida L. Pence

STATE OF KANSAS,)
County of Douglas.)ss:

Be it remembered, that on this 9 day of March, A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Everett D. Pence and Vida L. Pence, his wife who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons 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.

(SEAL) Term expires, June 26, 1939

C. B. Hosford
Notary Public, Douglas County, Kansas.

Recorded March 19, 1937 at 9:45 A.M.

Norval G. Beck Register of Deeds.

Reg. No. 1003
Fee Paid \$20.

Receiving No. 4036

MORTGAGE

THIS INDENTURE, Made this 20th day of November, in the year of our Lord one thousand nine hundred thirty-six, between Ralph Ward and Newell Ward, his wife in the County of Douglas and State of Kansas, of the first part, and The Ancient Order of United Workmen of Kansas, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Eight Thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, their heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows: to wit:

The North half of Lot #76 and the south half of Lot # 74 on Massachusetts Street, in the City of Lawrence, Douglas County, Kansas.

With the apportionments, all the estate, title and interest of the said parties of the first part therein. And the said Ralph Ward and Newell Ward, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Eight Thousand and no/100 DOLLARS, according to the terms of one certain promissory note this day executed by the said Ralph Ward and Newell Ward, his wife to the said party of the second part; said note being given for the sum of Eight Thousand and no/100 DOLLARS, dated November 20th, 1936, due and payable in Five years from Dec 1, 1936 date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue or account therefor, and to keep the said premises insured in favor of said mortgagee in the sum of Ten Thousand and no/100 DOLLARS. In some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs of insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent, per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, their executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law-appropriation hereby waived or not, at the option of the party of the second part, their executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Ralph Ward and Newell Ward, his wife heirs or assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed and delivered in presence of Frank Meierhoffer
State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this... day of NOV 24 1936, A.D. 19 , before me, the undersigned, a Notary in and for the County and State aforesaid, came Ralph Ward and Newell Ward, His Wife, to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, on the day and year last above written. (SEAL) (My commission expires March 9, 1938) Oscar J. Lane, Notary Public.

Recorded March 19, 1937 at 3:55 P.M. *Wm. C. B. B.* Register of Deeds

THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT

Received of Paula Wood and the within named Mortgagees,
the sum of Eight Thousand and Eight Dollars in full (Eighth & 8)
satisfaction of the within Mortgage To Assign Order of United States of America
(That: Copy) Johnnie David Bentley Special Agent - United States Marshal

This Release
was written
on the original
Mortgage.
This 2 entered
this 2 day
of June
1939
Ward A. R.

1998