

## DOUGLAS COUNTY

and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent, per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

AND the said party of the first part does further covenant and agree that, in case of default in the payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, or in case of default in payment of said promissory note or any installment thereof at maturity, then or at any time thereafter during the continuance of such default the said party of the second part, its successors or assigns, may at its or their option, without notice, declare the entire debt hereby secured immediately due and payable and thereupon, said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises and may proceed to foreclose this mortgage and, in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

AND it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise as they may elect. Said possession shall in no manner prevent or retard the party of the second part in the collection of said sums by foreclosure or otherwise.

It is hereby further agreed and understood that this mortgage secures the payment of the principal note herein described, together with the interest thereon, and all renewal principal notes that may hereafter be given to evidence said principal, in the event of any extension of time for the payment of said principal debt, together with the interest upon the same during the said time of extension.

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said party of the first part hereby assigns to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to him under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage.

If more than one joins in the execution hereof as party of the first part or if the party of the first part be of the feminine sex or a corporation, the pronouns and relative words used herein shall be read as if written in plural, feminine, or neuter, respectively.

IN WITNESS WHEREOF the said party of the first part, Harry E. Unger set his hand the day and year first above written.

Harry E. Unger  
Eula L. Unger

STATE OF KANSAS )  
COUNTY OF ) ss.

BE IT REMEMBERED, That on this 26th day of August, 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came HARRY E. UNGER and EULA L. UNGER, 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 first above written.

(SEAL) (Seal shows Douglas County: My commission expires Oct 3rd, 1940) Arthur S. Peck  
Notary Public.

August 26, 1937 at 4:00 P.M.

Harold A. Beck Register of Deeds.

## COUPON MORTGAGE

THIS INDENTURE, Made this 31st day of August in the year of our Lord one thousand nine hundred Thirty-seven between Frank T. Stokton and Margaret Stansbury Stokton, his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and J.S. Windsor of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty-two Hundred 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, his 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:

Lot 19-Block Six (6), Lanes First Addition, to the City of Lawrence, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do ~~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 Thirty-two Hundred and no/100 DOLLARS, according to the terms of a certain promissory note this day executed by the said Parties of the first part to the said party of the second part; said note being given for the sum of \$3200.00 Thirty-two Hundred and no/100 DOLLARS, dated August 31, 1937, due and payable in 5 years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$96.00 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Forty-three Hundred 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, interests 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, interests and costs, and 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 10 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 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 his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his 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 parties making such sale, on demand, to the said heirs and assigns.

This mortgage is being recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 26th day of August, 1937, at 4:00 P.M. The mortgage is being recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 26th day of August, 1937, at 4:00 P.M. The mortgage is being recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 26th day of August, 1937, at 4:00 P.M.