

DOUGLAS COUNTY

premises when they become secured and agree 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 premises are located, the parties of the first part will pay such taxes or assessments when the same become due and payable; and the parties of the second part will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the parties of the second part, in some solvent incorporated insurance company or companies approved by the said parties 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 or 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 parties of the first part further agree 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.

And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of any installment of interest of said note and/or any installment of principal thereon, or any part thereof when due; or if the taxes or assessments on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or the insurance premiums as heretofore mentioned, or to deliver policy or policies of insurance: as above required, then in such case the whole of said principal and interest shall, at the option of said second party or assigns, become due and payable, and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payment as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent. per annum from date of payment, shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay or discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent. per annum.

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 the land herein described shall be sold together and not in separate parcels.

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-payment date, in accordance however with the terms of such privilege as set forth in said note.

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.

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.

D. E. Dowers
Gladys E. Dowers

STATE OF KANSAS,)
County of Douglas) ss:

Be it remembered, that on this 10th day of September A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came D.E. Dowers and Gladys E. Dowers, 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 Oct. 3rd, 1940.

Recorded September 10, 1937 at 2:15 P.M.

Register of Deeds

Receiving No. 4865

PARTIAL RELEASE OF MORTGAGE

STATE OF KANSAS DOUGLAS COUNTY, SS:
KNOW ALL MEN BY THESE PRESENTS, That Peoples State Bank, Lawrence, Kansas of the County and State afore-
said, do hereby certify, that a certain indenture of Mortgage dated June 20th 1931, made and executed by
Martin D. Flory and Pearl I. Flory, his wife of the first part, to Peoples State Bank, Lawrence, Kansas
of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State
of Kansas, in volume 76, page 309, on the 20th day of June A.D. 1931 is as to Commencing at the northeast
corner of Section 1, Township 14 South of Range 18 East; thence South 26° 42' West, 677.2 feet; thence
South 0° 29' East 635.0 feet; thence South 76° 42' West 328.0 feet for the point of beginning; thence
North 8° 36' West 194.8 feet; thence South 76° 42' West 50.0 feet; thence South 0° 36' East 195.0 feet;
thence North 76° 42' East 50.0 feet to the point of beginning in Douglas County, Kansas, FULLY PAID,
SATISFIED, RELEASED, DISCHARGED.

This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

In Witness Whereof, Peoples State Bank, Lawrence, Kansas has caused this instrument to be executed and its seal hereunto affixed this eleventh day of September A.D. 1937.

Peoples State Bank, Lawrence, Kans.
By T. J. Sweeney Jr.
President

(CORP. SEAL)

This release
was written
on the original
mortgage
entered
this 29 day
of November
1944
Harold G. [Signature]
Reg. of Deeds