

## DOUGLAS COUNTY

same are due and payable, then the whole indebtedness, including the amount of all assessments, dues and fines shall become due and the said Grantee, or its successors, or assigns, may proceed to foreclose, or pursue any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said premises and of said property. However, the said Grantee may, at its option, pay, or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments so due and payable, and charge them against said Grantor, or assigns, and the amount so paid shall be a lien on said mortgaged premises, as herein described, and shall bear interest at the rate of ten per cent per annum until the same be paid, and may be included in any judgment rendered in any proceeding to foreclose this mortgage; but whether or not the Grantee elects to pay such taxes, insurance, charges, rates, liens and assessments, it is distinctly understood that in all cases of delinquencies as above enumerated, then, in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisement waived.

The privilege is granted to the borrower to make payment and settlement of the debt secured by this mortgage before maturity of the stock herein mentioned, as provided by the By-Laws.

WITNESS our hands this 8th day of October, 1937.

Frances Tindal Dolen  
H.X. Dolen

STATE OF KANSAS Douglas County,ss.

BE IT REMEMBERED That on this 8th day of October, A.D. 1937, personally appeared before the undersigned, a Notary Public in and for said County, Frances Tindal Bolen and H.K. Bolen who are personally known to me to be the identical persons whose names are subscribed to the foregoing deed as Grantors, and acknowledged the same to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned.

WITNESS my hand and notarial seal, the day and year last above written.

(SEAL) My commission expires 10/3/40

Arthur S. Peck  
Notary Public.

Recorded October 14, 1937 at 3:40 P.M.

Register of Deed

Reg. No.	1253
Fee Paid	\$6.25

Receiving No. 5061A

## M O R T G A G E

THIS MORTGAGE, made the 11th day of October, A.D. 1937, Between MINNIE E. COLLINS, a widow, of the City of Lawrence, in the County of Douglas, and State of Kansas, party of the first part, and THE PRUDENTIAL INSURANCE COMPANY of ALERICA, a body corporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark and State of New Jersey, party of the second part.

WITNESSETH: That whereas the said party of the first part is justly indebted to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, for money borrowed in the sum of Twenty Five Hundred and No/100 - - - (\$2,500.00) - - DOLLARS, to secure the payment of which she has executed her promissory note, of even date herewith, for the principal sum of - - Twenty Five Hundred and No/100 - - (\$2,500.00) - - DOLLARS with interest from date at the rate of five (5) per centum per annum, payable monthly; being an installment note by the terms of which the said party of the first part agrees to pay to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, or order, monthly on the first day of each month hereafter, until the date of maturity of said note, the sum of Twelve and 50/100 - - (\$12.50) - - DOLLARS, to be applied on the principal of said note, with interest payable at the same time as each installment of principal at the rate of five (5) per centum per annum on the balances of principal of said note remaining unpaid on the said first day of each month, and to pay the balance of principal of said note on the first day of June, 1954

Said note provides that if any part of the principal or interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ten per cent. per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at its Home Office, in the City of Newark, New Jersey, in lawful money of the United States of America.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said party of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the City of Lawrence in the County of Douglas and State of Kansas, to wit:

The South Sixty (60) feet of Lot One (1) in Block Seven (7), in Babcock's Addition to the City of Lawrence, in Douglas County, Kansas.

And the said party of the first part expressly agrees to pay all instalments of principal and interest of said note promptly as they become due, and to pay all taxes and assessments against said premises when they become due; and agrees 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, said party of the first part or by the county or town wherein said land is situated, the party of the firstpart will pay such taxes or assessments when the same become due and payable; and that she will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party 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 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 party of the first part further agrees 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 principal of said note or any installment of interest 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 party 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 party in payment as aforesaid; and it shall not be necessary for said party of the

I, JOHN CALLEHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a Judgment of foreclosure of the mortgage herein recorded was made by said District Court, on the 9 day of June, 1903, and that the same is duly recorded in Journal Book 11 page 1.

Witness my hand this 11 day of June, 1903.

John Callehan

ATTY-  
Harold P. Dick  
Secretary of Death