

## DOUGLAS COUNTY

FOURTH. That said first party shall keep all fences, buildings and other improvements on said premises in as good condition and repair as they now are, and shall not suffer waste nor permit the value of said premises to depreciate by neglect or want of care; and should said first party neglect so to do, said second party or assigns shall be entitled to immediate possession of said premises.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be released at the expense of said party of the second part; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenant herein contained, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisement.

(CORP. SEAL)  
Attest:

THE LAWRENCE SANITARY MILK AND ICE CREAM COMPANY  
By S. W. Hurwitz President.

H. W. Love      Secretary.

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, that on this 6th day of December, A.D. 1937, before me the undersigned, a Notary Public in and for the County and State aforesaid, came S. W. HURWITZ, President of The Lawrence Sootary Milk and Ice Cream Company, a corporation duly organized, incorporated, and existing under and by virtue of the laws of Kansas, and H.W. LOVE, Secretary of said corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have herounto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL) Term Expires April 20, 1941.

C. B. Holmes  
Notary Public.

Recorded December 6, 1937 at 2:35 P.M.

### Register of Deeds.

Reg. No. 1308 A  
Fee Paid \$3.75

Receiving No. 5292N

## M O R T G A G E

THIS INDENTURE, made the first day of December A.D., 1937 between Hulda E. Lockwood, a single woman, of the County of Johnson and State of Kansas, party of the first part, and THE UNION MORTGAGE AND INVESTMENT COMPANY, a corporation organized and existing under the laws of Kansas, located at Kansas City, Wyandotte County, Kansas, party of the second part,

WITNESSETH, that the said party of the first part in consideration of the sum of Fifteen Hundred and no/100 dollars in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The Northwest  $\frac{1}{4}$  of Section 26, Township 14, Range 19, in Douglas County, Kansas.

(Maker may pay \$100.00 or more in even hundreds on any interest paying date after one year by giving thirty days' notice so to do.)

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in anywise appertain-  
ing, including any right of homestead and every contingent right or estate therein and all land revert-  
ing to said real property on streets and public grounds adjacent thereto having been or hereafter being  
vacated, unto the said party of the second part, his successors and assigns forever; the intention be-  
ing to convey an absolute title in fee to said premises.

AND THE SAID party of the first part hereby covenants that she is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances and that she will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, that if the said party of the first part shall pay, or cause to be paid to the said party of the second part, its successors or assigns, the principal sum of \$1800.00, due December 1, 1942, with interest thereon at the rate of five per centum per annum payable on the first day of June and December in each year, together with interest at the rate of ten per centum per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due and payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said Hulda E. Lockwood and payable at the office of THE UNION MORTGAGE AND INVESTMENT COMPANY, in Kansas City, Kansas; and shall perform all and singular the covenants herein contained, then this mortgage to be void, otherwise to remain in full force and effect.

AND the said party of the first part does hereby covenant and agree to pay or cause to be paid the principal sum and interest above specified in manner aforesaid, together with all costs and expenses of collection, and all costs and expenses, including attorney's fees, if any there be, to be paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

AND the said party of the first part does further covenant and agree, until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the state of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to obtain from the commission of waste on said premises, and to keep the buildings thereon in good repair and insured to the amount of \$100,000.00 against loss by windstorms, in insurance companies acceptable to the said party of the second part, its successors or assigns,