

MORTGAGE RECORD 83

claims, may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said party of the first part all amounts so paid, and interest thereon at the rate of ten per centum per annum from the date of such payment and this mortgage shall stand as security for all such sums.

The said party of the first part hereby assigns to said second party, its successors or assigns, all the rights and benefits accruing to said party of the first part under all oil, gas or mineral leases or water rights on the premises herein described; this assignment to terminate and become void upon release of this mortgage.

NOW THEREFORE, if the amount of said notes and interest be paid when due, and all the covenants and agreements of the said party of the first part contained herein are faithfully kept and performed, then these presents shall be null and void, and this mortgage shall be released at the expense of the party making such payment. If, however, the said party of the first part fails to pay any part of the amount of said notes or interest within twenty days after the same become due, or fails to keep and perform any of the covenants and agreements made herein, then it is expressly understood and agreed that the whole sum of money secured hereby shall, at the option of the holder of said indebtedness, or any portion thereof, become due, and collectible at once, and this mortgage may thereupon be foreclosed and the mortgaged property be sold, or so much thereof as may be necessary to satisfy the amounts herein secured; and in such event it is expressly agreed that the whole amount of said notes shall bear interest from the date thereof at the rate of ten per centum per annum and the holder thereof may recover the whole amount of said notes, with such interest thereon, less the amount of such interest and partial payments as shall have been paid, and may recover all amounts paid by said second parties or any holder of said notes for taxes, assessments, insurance, and to release or extinguish any statutory liens upon said premises, or to protect the title or possession thereof, with interest thereon as provided herein, together with an abstract fee for examining titles to said mortgaged premises, for the purpose of commencing foreclosure proceedings, and all may be included in the judgment rendered or amount found due in any suit to foreclose this mortgage, and this mortgage is hereby made to secure all such sums.

The exercise of the rights and authority herein granted to the holder of the mortgaged indebtedness to pay taxes, take out insurance, collect rents or royalties, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him, and he shall not in any case be liable to the mortgagee for a failure to exercise any such authority to pay taxes, take out insurance, collect royalties or rents, or any other authority herein granted.

IN WITNESS WHEREOF the said first parties have hereunto set their hands and seals this 2nd day of June, A.D. 1938.

Ray McClure (SEAL)
Frieda McClure (SEAL)

STATE OF KANSAS)
DOUGLAS COUNTY) ss.

BE IT REMEMBERED, That on this 3rd day of June, 1938 before me, the undersigned, a Notary Public, in and for said County and State, came Ray McClure and Frieda McClure, husband and wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors, and such persons duly acknowledged the execution of the same.

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

(SEAL) My commission expires Aug 19, 1939.

Geo. D. Walter
Notary Public in and for Douglas County, Kansas.

Recorded June 3, 1938 at 3:25 P.M.

Harold B. Beck Register of Deeds.

Receiving No. 6085

Reg. No. 1488
Fee Paid \$5.50

MORTGAGE

THIS INDENTURE, Made this 1st day of June, 1938, by and between John H. White and his wife, Bertha C. White of Lawrence, Kansas, Mortgagor, and The Douglas County Building and Loan Association, a corporation organized and existing under the laws of the State of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Twenty Two Hundred and no/100 Dollars (\$2200.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of _____, State of Kansas, to wit:

Lots Nos. Fifteen (15) and Sixteen (16) in Block Fourteen (14) in University Place, an Addition to the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantels, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature, at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, for ever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Twenty Two Hundred and no/100 Dollars (\$2200.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of five per centum (5%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Douglas County Building and Loan Association in Lawrence, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty Three and 34/100 Dollars (\$23.34), commencing on the first day of July, 1938, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 1948.

The Mortgagor covenants and agrees as follows: