

MORTGAGE RECORD 83

come, and profits thereof, and the court in which such action is filed may, from time to time, authorize the net amounts so paid into court and/or collected by said receiver to be applied in payment, in whole or in part, of any or all of the items following: (1) Amount due upon the indebtedness secured hereby, (2) Amount due upon any judgment or decree entered in any suit foreclosing this mortgage, (3) Insurance of the improvements upon said premises or (4) Taxes, special assessments, or other lien or charge upon the mortgaged property that may be or become superior to the lien of this mortgage or of any judgment or decree foreclosing the same. In connection with the aforesaid proceeding, or if Mortgagee shall bring or defend any other action to protect or establish any of its rights hereunder, the Mortgagee or will pay such reasonable costs of bringing or defending any such action as may be permitted by law to be charged, all of which shall be added to the indebtedness secured hereby.

19. In case of foreclosure of this mortgage by the Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the attorneys' and stenographers' fees of the plaintiff in such proceedings, and also, for all outlays for documentary evidence and the cost of complete abstracts of title to the mortgaged property, and for an examination or opinion of title for the purpose of such foreclosure; and in case of any other suit or legal proceeding wherein the Mortgagee, its successors or assigns, or the holder of the Note, or any of them, shall be made a party thereto by reason of this Mortgage, their costs and expenses and the reasonable fees and charges of their attorneys for services in such suit or proceedings, shall be a further lien and charge upon the mortgaged property under this mortgage and all such attorneys' and stenographers' fees, costs, expenses and other charges, shall become so much additional indebtedness secured hereby and be allowed in any judgment or decrees foreclosing this mortgage. And there shall be included in any judgment or decrees foreclosing this mortgage and be paid out of the rents, issues, income and profits of the mortgaged property and the proceeds of any sale made in pursuance of any such judgment or decrees: (1) all the costs of such suit or suits, advertising, sale and conveyance, including attorneys' and stenographers' fees, outlays for documentary evidence, and cost of such abstract and examination of title; (2) all the moneys advanced by the Mortgagee, its successors or assigns, or the holder of the Note, or any of them, for any purpose authorized by this mortgage, with interest on such advances from the date of payment at the same rate per annum as is borne by the Note; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all of said indebtedness hereby secured remaining unpaid. The surplus, if any, shall then be paid to the Mortgagee.

20. All the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Mortgagee, shall bind its successors and assigns whether so expressed or not. For every purpose of this mortgage, the term "Mortgagee" includes and means not only the Mortgagee itself, but also its successors and assigns, particularly including any corporation into or with which the Mortgagee may, with the consent of the Mortgagee, its successors or assigns, or the holder of the Note, be merged or consolidated, and the term "Mortgagee" shall also include any lawful owner, holder or pledgee of any indebtedness secured hereby.

21. This mortgage may be executed, acknowledged and delivered in any number of counterparts, and each of such counterparts shall be deemed to be an original Mortgage.

22. The unenforceability or invalidity of any one or more provisions, clauses, sentences and/or paragraphs of this mortgage shall not render any other provision, clause, sentence and/or paragraph herein contained unenforceable or invalid.

IN WITNESS WHEREOF, the undersigned have executed these presents, the day and year first above written.

Harold C. Constant
Harold C. Constant
Helen H. Constant
Helen H. Constant

STATE OF Kansas)
COUNTY OF Douglas) SS:

On this 21 day of June, 1938, before me personally appeared Harold C. Constant, and Helen H. Constant, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal on the day and year last above written.

Lorena M. McNeill
Notary Public within and for said
county and state.

(SEAL) My commission will expire April 19-1939

Recorded June 21, 1938 at 11:30 A.M.

Harold C. Constant Register of Deeds.

Receiving No. 6205 <

PARTIAL RELEASE OF MORTGAGE

STATE OF KANSAS, Douglas COUNTY, SS:

KNOW ALL MEN BY THESE PRESENTS, That We, L.E. Eby, Vice-President and I.C. Stevenson, Secretary of The Lawrence Building and Loan Association of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated June 12, 1936, made and executed by R. C. Alvord and Lena C. Alvord, his wife, of the first part, to The Lawrence Building and Loan Association of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 60, page 269, on the 12th day of June A.D. 1936 is as to a strip of land 100 ft. wide across the east side of the following described tract: Begin at a point 1507 Ft. north of the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of Sec. 1, Township 14, Range 18 and 254.3 ft west to the intersection of roads #175 and #220, thence South 67°10' west 516.5 ft. for the point of beginning, being the Northwest corner of Neider's land, thence south 9° east 577 ft, thence South 67°10', West 300.4 ft, thence north 9° west 578.60 ft; to a stone in the center of Road #220; thence north 67°10' east 295.8 ft. along the center of said road #220 to the point of beginning except a quadrilateral piece of land situated in the Northeast corner of said 100 ft. strip described as beginning at the said Northeast corner, Northwest corner of Neider's land as above described, thence southwesterly along the center line of the above mentioned road #220 a distance of 35 ft, thence southerly 60 ft to a point which is 60 ft. South and 25 ft. Southwest-erly from the point of beginning; thence northeasterly 25 ft. to a point in the east line of said 100 ft. strip 60 ft. South of point of beginning thence North 60 ft. to point of beginning as shown by plat filed in 1928 in the office of Register of Deeds of Douglas County, Kansas, and now appearing in Plat Book One (1), Page 45 Douglas County, Kansas, 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.

Witness their hands this 24th day of June A.D. 1938

(CORP. SEAL)

I. C. Stevenson Secy.

LAWRENCE BUILDING & LOAN ASS'N.
L. E. Eby, Vice Pres.