

MORTGAGE RECORD 83

contract are violated, then in any or either of said events, the whole of the sums hereby secured shall at the option of said mortgagee become immediately due and payable without notice to any party, and no failure of said mortgagee to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of the right to exercise any option at any other time, as to any past, present, or future default hereunder, but said mortgagee may without notice, at any time after a default as aforesaid, or a breach or violation of any of the covenants or agreements herein, immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same, to receive and collect the profits, rents, issues and royalties thereof, under the direction of the Court, and any amount so collected by said Receiver shall be applied under the direction of the Court to payment of any judgment rendered, or amount found due upon foreclosure of this mortgage. In case of foreclosure, the judgment rendered shall provide that all of said real estate shall be sold together and not in parcels. Appraisal waived.

IN WITNESS WHEREOF, the said party of the first part hereunto set hand, the day and year first above written.

Leonard B. Snyder

STATE OF KANSAS,)
County of Douglas) ss.

On this 30th. day of June A.D. 1938, before me, a Notary Public, in and for said County, personally appeared Leonard B. Snyder, a widower, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

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

My commission expires May 21, 1941.

J. B. Ross
Notary Public.

(SEAL)

Recorded July 11, 1938 at 9:30 A.M.

Harold A. Beck

Register of Deeds.

Receiving No. 6313

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Leonard H. Axe and Chas. E. Louk dated the 7th day of June, A.D. 1937, which is recorded in Book 82 of Mortgages, page 307, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 7th day of July, A.D. 1938

Lillian S. Gunther

STATE OF Conn.,)
New London County,) ss.

Be it Remembered, That on this 7th day of July A.D. 1938 before me Thomas J. Hill a Notary Public in and for said County and State, came Lillian S. Gunther to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Thomas J. Hill
Notary Public.

(SEAL) My Commission Expires June 1943.

Recorded July 11, 1938 at 1:45 P.M.

Harold A. Beck

Register of Deeds.

Receiving No. 6316

MORTGAGE

THIS INDENTURE, Made this 11th day of July, 1938, by and between C.W. Mayn and his wife, Louise Mayn 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 Seven Hundred and no/100 - - Dollars (\$2700.00), 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 Douglas, State of Kansas, to wit:

Lot No. Thirteen (13) in Block No. Three (3) in Haskell Place, an Addition to the City of Lawrence, in Douglas County, Kansas.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto 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, forever.

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 Seven Hundred and no/100 Dollars (\$2700.00), as evidenced by a certain promissory note of even date herewith, the terms of which

Reg. No. 1548
Fee Paid \$6.75