

## DOUGLAS COUNTY

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 parties in payment as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of Ten (10) per cent. per annum from date of payment, shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage; And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of Ten (10) per cent. per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct, and any judgment for the foreclosure of this mortgage shall provide that all the land herein described shall be sold together and not in separate parcels.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Joseph F. Wilkins  
Marie M. Wilkins

State of Kansas, )  
County of Douglas ) ss.:

Be it remembered, that on this 16th day of August A.D. 1938, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Joseph F. Wilkins, and Marie M. Wilkins, his wife who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Arthur S. Peck  
Notary Public, Douglas County, Kansas.  
Term expires Oct 3rd, 1940

(SEAL)

Recorded August 16, 1938 at 3:10 P.M.

*Handwritten Signature* Register of Deeds.

Reg. Fee paid  
to Neosho County  
Aug. 9, 1938.

Receiving No. 6650 <

## DEED OF TRUST

THIS INDENTURE, made and entered into this 1st day of July, 1938, by and between The Home Service & Laundry Company, a corporation, duly organized and existing under and by virtue of the laws of the State of Kansas, with its principal place of business at, and whose Postoffice address is, Chanute, Neosho County, Kansas, hereinafter called "Grantor," party of the first part, and Parks Helmick, Trustee, hereinafter called "Trustee," and whose address is Chanute, Kansas, party of the second part;

## WITNESSETH:-

That Whereas, contemporaneously herewith, the Grantor has executed and delivered to the Trustee, its certain bonds dated July 1, 1938, in the aggregate sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), said bonds being numbered from 1 to 140, both inclusive; which bonds thereof, bearing numbers from 1 to 60, both inclusive, are for the principal sum of ONE THOUSAND (\$1,000.00) each, and those bearing numbers from 60 to 140, both inclusive, are for the principal sum of FIVE HUNDRED DOLLARS (\$500.00) each; all of which said bonds bear maturity date of ten years from the date of issue thereof, subject to call, as hereinafter provided;

WHEREAS, said Grantor wishes to secure all of said bonds equally and ratably;

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and mortgage, unto said Trustee and unto his successors and assigns, all of the following property now owned by Grantor; but only as security and in trust for the uses and purposes hereinafter set forth, described as follows, to-wit:

1. Lots Nos. 6, 7 and 8, all in Block No. 26 of the town of New Chicago, now included in and forming a part of the City of Chanute, Neosho County, Kansas, located at No. 402 East Main Street in said City; said property being known as Model Laundry, subject to an unpaid balance of a certain \$15,000.00 mortgage heretofore executed by Grantor, to and in favor of The Chanute Building and Loan Association, a corporation of Chanute, Kansas, and/or subject to any and all renewals or extensions thereof.
2. Lots Nos. 2, 3, 4 and 5, all in Block No. 2 of Johnson's Addition to the City of Hutchinson, Reno County, Kansas. Said property being located at Nos. 321 - 323 - 325 and 327 on West Fifth Street, in said city of Hutchinson, which said property is known as Ineada Laundry; subject expressly to an unpaid balance of a certain mortgage for \$15,000.00, heretofore executed by Grantor to and in favor of said The Chanute Building and Loan Association, and/or subject to any and all renewals or extensions thereof.
3. The South Eighty (80) feet of each of Lots Nos. 10, 11 and 12, all in Block No. 36 in the City of Yates Center, Woodson County, Kansas; said property being known as Peerless Laundry, subject to an unpaid balance of a certain mortgage heretofore executed by grantor, for \$2500.00, to and in favor of Della Gregory of Yates Center, Kansas, and/or subject to any renewals or extensions thereof.
4. Lot No. 14 in Block No. 13 in the City of Atchison (Old Atchison) Atchison County, Kansas; which said property is known as Troy Laundry and is located at Nos. 301 and 303 Commercial Street in said City of Atchison.
5. Lots Nos. 93 and 95 on New Hampshire Street, in the City of Lawrence, Douglas County, Kansas, which said property is known as Lawrence Steam Laundry, and is located at Nos. 101 and 105 New Hampshire Street.
6. Lots Nos. 161 and 163 on Connecticut Street in the City of Lawrence, Douglas County, Kansas, which said property is located at No. 1245 Connecticut Street in said City of Lawrence, Kansas.

Copy Attached Blk. 152.