

MORTGAGE RECORD 83

if the same were set out in full at this place, and said note and this mortgage shall constitute and be construed as one instrument;

(6) That all moneys received by Mortgagee during continuance of any default hereunder by Mortgagor may be applied to the payment of any indebtedness secured hereby in such order as Mortgagee may determine, notwithstanding any provision to the contrary herein or in said note contained;

(7) That each covenant, agreement and provision herein contained shall apply to, inure to the benefit of and bind Mortgagor and Mortgagee and their respective assigns and successors in interest and shall bind all encumbrancers of any of said property whose liens or claims are junior or inferior to the lien created hereby, and the term 'Mortgagee', as used herein, shall include any lawful owner, holder or pledgee or any indebtedness secured hereby;

(8) That wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural;

(9) That Mortgagor for said consideration does hereby expressly waive all benefit of the homestead and exemption laws of the State of Kansas;

(10) That Mortgagor hereby irrevocably constitutes and appoints Mortgagee his attorney in fact for the purpose of entering upon said property and inspecting, leasing, operating and renting the same and collecting all rents and other revenues therefrom, and such rents and revenues shall be applied first to the payment of all cost and expense of such inspection, leasing, renting and collection, and second to the payment of any indebtedness then due and secured hereby, and the remainder, if any, shall be paid to Mortgagor, and Mortgagee shall have the right to exercise any of said rights and powers at its option, at any time during continuance of any default hereunder by Mortgagor and without notice;

(11) That time is of the essence hereof and if default be made in performance of any covenant or agreement of Mortgagor herein contained or in making any payment under said note (or any extension or renewal thereof) or as herein provided, or if proceedings be instituted or process be issued to enforce any other lien, charge or encumbrance upon or against any of said property, or if Mortgagor be declared a bankrupt or insolvent or make an assignment for the benefit of any creditor or be placed under control of or in custody of any court, or if Mortgagor abandon any of said property, then in any of said events Mortgagee is hereby authorized and empowered, at its option, without notice and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder, to:

(a) Perform any such defaulted covenant or agreement to such extent as Mortgagee shall determine and enter upon said property, inspect, repair and maintain the same and perform such other acts thereon as Mortgagee shall deem necessary and advance all such moneys as Mortgagee shall deem necessary to expend for any such purpose, and all moneys so advanced and expended by Mortgagee, with interest thereon from date of expenditure until repaid at the rate specified in said note, are secured hereby and shall be repaid, immediately and without demand, by Mortgagor to Mortgagee; and

(b) Declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and enforce any of the rights which accrue to Mortgagee hereunder and to enforce any remedy of Mortgagee, under the laws of the State of Kansas;

Provided, however, that if Mortgagor shall pay all of said indebtedness, and fully perform all the covenants and agreements herein contained, then this mortgage shall be void and released at the expense of Mortgagor, otherwise to remain in full force and effect.

WITNESS the hand of Mortgagor.

Hazel Dove
J. A. Dove

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss.

BE IT REMEMBERED, That on this 6th day of Sept., A.D. Nineteen Hundred and Thirty-eight before me, the undersigned, a Notary Public in and for said County and State, came Hazel Dove and J. A. Dove, wife and husband who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

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

(SEAL) My Commission expires Aug-9-1941

Leon G. Abele
Notary Public.
Douglas County

Recorded September 6, 1938 at 3:20 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 6613

Reg. No. 1606 ✓
Fee Paid \$7.00

MORTGAGE

THIS INDENTURE, Made this 3rd day of September, 1938, by and between E. Rice Phelps, and Thokla W. Phelps, his wife of Lawrence, Kansas, Mortgagor, and The Home Savings and Loan Association, Ottawa, Kansas, 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-eight Hundred and no/100 Dollars (\$2800.00), 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 21, Block 13, Lane Place Addition to the City of Lawrence, 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, mantles, 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-eight Hundred and no/100 Dollars (\$2800.00), as evidenced by a certain promissory note of even date herewith, the terms

4 for release on mortgage