MORTGAGE RECORD 83

NOW, if the said Eary Wandler Gordon and Jess F. Gordon, mer husband shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of noney, of there is then an early ment thereof, or any interest thereon, be not paid when the same became due, the tenor and effect of said note, then these presents shall be null and void. But if said sum of noney, c either of them, or any part thereof, or any interest thereon, be not paid when the same became due, the and in that ense, the whole of said sum and interest shall, at the option of said party of the second part, by virtue of this Kertgage, immediately became due and payable, or, if the taxes and assess-nonts of every nature which are or ray be assessed against said land and appurtenences, or either of them, or any part thereof, are not paid at the time when the same arealy law made due and payable, them in like manner the said note, and the whole of said sum, shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against said mortgage promises asseured by this mortgage; and in the overt it becomes necessary to forelose this mortgage the said ortgaged premises sourced by this mortgage; and upon forfoiture.of this Kartgage, or in second addituit or any of the avertent incident to said foreclosure shall be an additional lien against said mortgaged premises sourced by this mortgage; and upon forfoiture.of this Kartgage, or in second addituit in any of the parents herein provided for. the rarky of the second part, its assesses and and motgaged presides sourced by this mortgages and upon forfoiture of this Kortgage of an easo of default in any of the payments herein provided for, the party of the second part, its successors and assigns, shall be entitled to a judgment for the sum due upon said mote and the additional sums paid by virtue of this Kortgage, with interest on said additional sums acid note and the additional sums paid by virtue of this Kortgage, with interest on said additional sums acid note and the additional sums paid by virtue of this Kortgage, with interest on said additional sums ace paid at the rete of ten pre-cent, per annum from the date of payment of said sums, and costs, and a decree for the said of said pre-dises in satisfaction of said judgment, foreclosing all rights and equities in and to said pre-mises of the caid parties of the first part, their heirs and assigns, and all parcens oblining under them. And the said parties of the first part shall and will at their own expense from the date of the execution of this Kortgage until and note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erocted and to be croated on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the - - Kone required - -party of the second part; and in default thereof said party of the second part may effect said insur-ance in its own mans, and the premium or promiums, costs, charges and expenses for effecting the same shall be an additional lien on said martgaged property, and may be enforced and collected in the sere and the said parties of the first part do hereby covenant and agree that the delivery hereof they are the lawful owners of the premise shove granted, and solved of a good and indefacible estatu-of inhoritone thereoin, free and clear of all insurfances, and that they will Tarrent and Befend the

they are the lawful extense of the first part do hereby covenant and agree that at the delivery hereof they are the lawful extense of the premises above granted, and solved of a good and indefeasible estatu of inheritance therein, free and clear of all incumbrances, and that they mill Terrent and Defend the same in the pulot and peaceable possession of said party of the second part, its successors and assigns forever, scainst the lawful cleins of all persons whemeover. IN WITHESS WHEREOF, The said parties of the first part have hereonte set their hands the day and year first above written.

Mary Wandler Gordon Jess F. Gordon

STATE OF KANSAS, COUNTY OF Wyendotte, ss.

BE IT REMEMBERED, that on this 14th day of Noverber, A.D. 1938, before me, the undersigned, a Notary Public in end for said County and State, came Mary Mandler Gorden and Joss F. Gorden, her husban who are personally known to no to be the identical persons described in, and who executed the foregoing Kortsrge, and duly achnowledged the execution of the same to be their voluntery act and deed. IN RESTINCEY WHEREOF, I have hereunto subscribed my hand and affixed my official seel, on the-day and wear last shown without and year last above written.

(SEAL) My commission expires May 8, 1939.

Sam A. Mendenhall Notary Public

Recorded November 15, 1938 at 9:35 A.M.

Handld Q. Overte

Olive Weidman

Receiving No. 6917

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ACKNOWLEDGMENT OF PRIORITY OF LIEN

MHEREAS, on May the third 1928 Alva T. Hodges and wife executed and delivered to Olive Weidman, a mortgage which is recorded in the office of the Register of Deeds of Douglas County, Kansas, in Mortgage Book 70, page 324 which mortgage covers the following described property towit:

All that part of the North 15 acres of the WestHalf of Northeast Quarter of Southeast Quarter of Section Six (6), Township Thirteen (15), Range Twenty (20) lying East of the Right of Way conveyed to The Leavenmorth, Lewrence and Galveston Railroad Company, described as follows: Beginning at a point on the North line of the Southeast Quarter of Section 6, Township 13, Range 20, 10 chains West of the Northeast corner thereof, running thence South paralled to the East line of said Quarter Section 990 feet, thence running West parallel to the North line of said Quarter Section, 450 feet to the East line of the Right of Way of the said Leavenworth, Lawrence and Galveston R.R. Company, thence in a Northeast direction along the East line of said Right of May to the North line of said Quarter Section, thence Stat along the North line of said Ousrter Section, 325 feet to the noint of berinning, subject to public highway in of said Quarter Section, 325 feet to the point of beginning, subject to public highways in Douglas County, Kansas,

MHEREAS, said mortgage is second and inferior to a certain mortgage now held by the Douglas County Bullding and Loan Association, which said mortgage is recorded in the office mentioned above in Mort-gage Book 62 page 92. AND WHEREAS, Alwa T. Hodges and wife have executed to The Douglas County Building and Loan Associa-tion, a mortgage covering the property described above, and recorded in Book 62 page 42 in the office hereinbefore referred to, in the sum of \$2550.00. AND WHEREAS said mortgage to the undersigned, Olive Weidman does hereby achometers the said mortgage to the undersigned, Olive Weidman does hereby achometers and prior lien on the pro-perty described in Book 70 page 324, to be a second and inferior lien and subject to that of the Douglas Coun-ty Building and Loan Association, recorded in Book 62 page 442 as hereinbefore referred to, it being understood that the Douglas Courty Building and Loan Association is to release said mortgage reforred to above and recorded in Book 82 page 92. Amio to above and recorded in Book 82 page 92.

State of Illinois } SS County of Kankakee }

BE IT REMEMBERED, That on this 14th day of Nov 1938, before me, the undersigned, a Notary Public in and for said County and State came Olive Weidman to me personally known to be the same person who exe cuted the foregoing instrument of writing and duly acknowledged the execution of the same. In Witness 489

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