

MORTGAGE RECORD 85

10. That in the event ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Party of the First Part, the Company may, without notice to the Party of the First Part, deal with such successor or successors in interest with reference to this mortgage and the note hereby secured, either by way of forbearance on the part of the Company or extension of the time of payment of the debt or any sum hereby secured, without in any way releasing, discharging, modifying, changing or in any wise affecting the lien of this mortgage or the original liability of the Party of the First Part on the note hereby secured, either in whole or in part.

11. That in case the Party of the First Part allows the said premises to be or become subject to any lien or incumbrance superior to the lien of this mortgage, or in case the said First Party fails to pay all taxes, assessments and impositions as above provided, or in case the said First Party fails to keep and maintain said premises in sound condition and in good repair and insured as above provided, the said Company or the legal holder of holders of the aforesaid promissory note may at its, his, her or their option, without demand or notice and without waiver of any right arising from the breach of any of these covenants by said First Party, pay or remove or discharge any such lien or incumbrance, pay such taxes, assessments and impositions or redeem the premises from tax sale, make such repairs and properly maintain the said premises, effect such insurance, and proper receipts shall be conclusive evidence of the amounts and validity of such payments, and all moneys paid for any such purpose or to protect the said Company's interest in the said premises shall be immediately due and payable with interest thereon at the rate of ten percent per annum until paid and shall, together with interest as aforesaid, become so much additional indebtedness secured by this mortgage.

12. That if default be made in the payment of said note or any part thereof or of any installment due in accordance with the terms thereof, either of principal or of interest, or in the performance of any of the covenants, agreements or conditions herein contained, time and the exact performance of each and all of First Party's covenants and obligations hereunder being material and of the essence hereof, then, and in either or any such case, or at any time during the continuance of such default, the entire principal sum remaining at that time unmatured together with all interest accrued thereon, shall, at the election of the said Company or of the legal holder or holders of said note, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein contained to the contrary notwithstanding, and thereupon the said Company or the legal holder or holders of said note shall have the right to immediately foreclose this mortgage and shall have all other rights and remedies that the law and equity provide, and, in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

13. That in any and every suit brought to foreclose this mortgage, the sum expended by the said Company in having the abstract of title to said premises continued to date shall be secured hereby and included in any decree of foreclosure. In every foreclosure suit the Court, upon application by the said Company, shall appoint a receiver for the land and premises above described and mortgaged, with power to enter upon, cultivate and operate said premises and collect the rents, issues and profits therefrom, with the usual powers of receivers in such cases.

PROVIDED ALWAYS that whenever said Party of the First Part shall have fully paid the indebtedness hereby secured, with all the interest thereon, and shall have well and truly performed all and singular the covenants and agreements hereinabove expressed, then all such covenants and agreements shall cease and determine, but not otherwise, and said Party of the First Part shall be entitled to a satisfaction of this mortgage.

IN WITNESS WHEREOF, the said Party of the First Part have hereunto set their hands, the day and year first above written.

Signed and Delivered in the Presence of:

G. B. Ryan
G. B. Vancels
STATE OF KANSAS)
COUNTY OF RUSH) ss.

Miram A. Snyder
Emma M. Snyder

BE IT REMEMBERED that on this Twenty-ninth day of July 1939, before me, the undersigned Notary Public within and for said County and State, personally came MIRAM A. SNYDER and EMMA M. SNYDER, his wife, to personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

F. W. Pivonka
Notary Public

(Seal)

My commission expires Jan. 16th., 1943

Recorded Aug. 7, 1939 at 1:45 P. M.

Register of Deeds

Receiving No. 6294 <

Registration No. 1967 <
Fee Paid \$8.75 on July 19, 1939
under Receiving No. 6246

MORTGAGE

THIS INSTRUMENT, made on this 24th day of July, 1939, by and between W. A. REA and HELEN REA, his wife, of the County of Jackson and State of Missouri, (jointly and severally, if more than one), Party of the First Part, and THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Connecticut, with principal office in the City of Hartford, County of Hartford and State of Connecticut, Party of the Second Part (hereinafter called the "Company");

WITNESSETH: That the Party of the First Part, in consideration of money in the principal sum of THIRTY FIVE HUNDRED AND NO/100 -- Dollars (\$3,500.00) loaned by the said Company to the Party of the First Part, the receipt whereof is hereby acknowledged, and to better secure the repayment of said principal sum together with the interest to become due thereon according to the terms of a certain promissory note hereinafter described, AND ALSO to insure the faithful performance of the covenants and agreements herein contained, does by THESE PRESENTS GRANT, BARGAIN, SELL, CONVEY, CONFIRM and MORTGAGE unto the said Company, its successors and assigns, forever, all and singular the real estate and premises lying and being in the County of Douglas and State of Kansas, as follows, to-wit:

The West Half of the Northeast Quarter of Section Seventeen (17) and all that part of the west Ninety (90) acres of the Southeast Quarter of Section Seventeen (17) lying north and west of Wakarusa Creek and all of the East Half of the Southwest Quarter of Section Seventeen (17), except that part thereof lying south and east of Wakarusa Creek, subject to right-of-way of the A. T. & S. F. Railway Company; also conveying all that part of the North Half of the Northeast Quarter of Section Twenty (20) lying north and west of Wakarusa Creek, all in Township Thirteen (13), Range Twenty (20) East, excepting therefrom a tract

For release see next page