

MORTGAGE RECORD 85

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.

15. 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. If 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, issue 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:

R. C. Jarrett

B. D. Simpson

State of Missouri)

County of Jackson) ss.

BE IT REMEMBERED that on this 26th day of July 1939, before me, the undersigned Notary Public within and for said County and State, personally came W. A. REA and HELEN REA, his wife, to me 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.

(Seal) My commission expires Dec. 28, 1942

Paul S. Simpson

Notary Public

W. A. Rea
Helen Rea

Recorded August 8, 1939 at 3:10 P. M.

Nash R. Beck

Register of Deeds

Receiving No. 8273 <

Registration No. 1970
Fee Paid \$1.75

MORTGAGE

THIS INDENTURE, made this 1st day of August in the year of our Lord nineteen hundred thirty nine between E. M. Hobbs and his wife, Myra Hobbs of Lawrence in the County of Douglas and State of Kansas of the first part, and F. J. Enick of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven Hundred and no/100 ----- Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows to-wit:

Lot No. One Hundred Thirty One (131) on Connecticut Street in the City of Lawrence, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate in inheritance therein, free and clear of all incumbrances. This grant is intended as a mortgage to secure the payment of the sum of Seven Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, of any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, sealed and delivered in the presence of

E. M. Hobbs
Myra Hobbs

STATE OF KANSAS)
Douglas County,) ss.

Be it Remembered, That on this 3 day of August A. S. 1939 before me, the undersigned, a Notary Public in and for said County and State, came E. M. Hobbs and his wife Myra Hobbs to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the same. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(Seal) My commission Expires Sept 21 1939

M. R. Gill
Notary Public

(The above mortgage is void)