

MORTGAGE RECORD 85

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 or 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 unpaid 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 satisfaction of this mortgage.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set her hand, the day and year first above written.

STATE OF KANSAS } ss:
COUNTY OF Douglas)

Minnie Sutton

BE IT REMEMBERED that on this 5th day of September, 1939, before me, the undersigned Notary Public within and for said County and State, personally came MINNIE SUTTON to me personally known to be the same person 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 July 7, 1940

Frank Fox
Notary Public

Recorded September 13, 1939 at 1:45 P. M.

Harold A. Beck

Register of Deeds

Receiving No. 8035 <

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, I hereby sell, transfer and assign to Mattie L. Allen, all her right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Wm W. Reno and Ruth Reno, his wife to Anna G. Bennett, which mortgage is recorded in Book 63 of Mortgages, Page 376, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of September 1939

Anna S. Bennett

STATE OF KANSAS, } ss.
Douglas County,

BE IT REMEMBERED, That on this 16th day of September 1939, before me, a Notary Public in and for said County and State, came Anna S. Bennett, single to me personally known to be the same person 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 April 19 1943.

Lorene Taylor
Notary Public

Recorded September 16, 1939 at 2:20 P.M.

Harold A. Beck

Register of Deeds