

MORTGAGE RECORD 85

to a conditional bill of sale or chattel mortgage covering any such property, then in the event of any default in this mortgage all the right, title and interest of the mortgagor, in and to any and all such personal property is hereby assigned to the mortgagee, together with the benefits of any deposits or payments now or hereafter made thereon by the mortgagor or the predecessors or successors in title to the mortgagor in the mortgaged premises.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
 2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee.
 3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
 4. That the whole of said principal sum shall become due after default in the payment of any installment of principal when due or of interest for thirty days, or after default in the payment of any tax, water rate or assessment for thirty days after notice and demand.
 5. That the holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
 6. That the mortgagor will pay all taxes, assessments or water rates, and in default thereof, the mortgagee may pay the same.
 7. That the mortgagor within six days upon request in person or within thirty days upon request by mail will furnish a statement of the amount due on this mortgage.
 8. That notice and demand or request may be in writing and may be served in person or by mail.
 9. That the mortgagor warrants the title to the premises, except for first mortgage dated November 1st, 1939, given to Aetna Federal Savings & Loan Assn.
 10. That in case of sale, said premises, or so much thereof as may be affected by this mortgage, may be sold in one parcel.
 11. That the whole of the principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand in the payment of any installment of any assessment for local improvement heretofore or hereafter laid which is or may become payable in annual installments, and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such installments be not due and payable at the time of such notice and demand; that the whole of said principal sum shall be come due at the option of the mortgagee upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises, and in the event of such demolition or removal of any building the interest on the indebtedness secured by this mortgage shall be at the rate of six per centum per annum from the date of the commencement of such demolition or removal, if such interest rate at that time be less than six per centum per annum; and also that the whole of said principal sum shall become due at the option of the mortgagee upon any default in keeping the buildings on the premises insured against loss by fire as required by paragraph numbered "2" above.
 13. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.
 14. That the whole of said principal sum shall become due at the option of the mortgagee if the buildings on said premises are not maintained in reasonably good repair, after notice of the condition of the building is given to the mortgagor, or upon the failure of any owner of said premises to comply with the requirements of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by said Department, or upon the failure of any owner of said premises or any person holding under said owner as tenant, lessee, or otherwise to comply with all statutes, orders, requirements or decrees relating to said premises by any Federal, State or Municipal authority.
 15. That in the event of any default hereunder, if the mortgagor or any subsequent owner is occupying any part of the premises, it is hereby agreed that a reasonable rental for the part so occupied shall be paid by the occupant monthly in advance to the mortgagee.
- This mortgage is subject and subordinate to a mortgage given to secure the payment of Nine Thousand Eight Hundred Ninety-five & 62/100 dollars and interest, recorded in the office of the Reg. of Deeds of the County of Douglas, Kansas in Liber 85 of Section of mortgages, page 90. Said mortgage dated November 1st, 1939 given to Aetna Federal Savings and Loan Association, Topeka, Kansas, now a prior lien on said premises.
- AND IT IS HEREBY EXPRESSLY AGREED, that should any default be made in the payment of any installment of principal, or of the interest on said prior mortgage, and should such installment of principal, or such interest remain unpaid and in arrears for the space of ten days, or should any suit be commenced to foreclose said prior mortgage, then the amount secured by this mortgage and the accompanying bond shall become and be due and payable at any time thereafter at the option of the owner or holder of this mortgage.
- AND IT IS HEREBY FURTHER EXPRESSLY AGREED, that should any default be made in the payment of any installment of principal, or of the interest on said prior mortgage, the holder of this mortgage may pay such installment of principal, or such interest and the amount so paid, with legal interest thereon from the time of such payment, may be added to the indebtedness secured by this mortgage and the accompanying bond, and shall be deemed to be secured by this mortgage and said bond, and may be collected thereunder.
- IN WITNESS WHEREOF, this mortgage has been duly executed by the mortgagor.

IN THE PRESENCE OF:

Attest:

Mary Lee Feil
Secretary

(CORP. SEAL)

Alpha Omicron Pi Alumnae Association of Kansas.
By Valborg S. Johnson
President

STATE OF Missouri)
COUNTY OF Jackson) ss.:

On the 9th day of November 1939 before me came Valborg S. Johnson, President of Alpha Omicron Pi Alumnae Association of Kansas to me known to be the individual and officer described in, and who executed the foregoing instrument, and acknowledged that she executed the same.

(SEAL) My Commission Expires June 11, 1941

F. H. Larson
Notary Public

STATE OF KANSAS)
COUNTY OF Johnson) ss.:

On the 9th day of November 1939, before me came Mary Lee Feil to me known, who, being by me duly sworn, did depose and say that she resides at 7152 Thorp Avenue, Kansas City Missouri (Johnson Co) in that she is the Secretary of Alpha Omicron Pi Alumnae Ass'n of Kansas the corporation described in and which executed, the foregoing instrument; that she lays the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

(SEAL) My commission expires Nov 23rd, 1940

Pearl Christ Miller
Notary Public

Recorded November 16, 1939 at 10:40 A.M.

Register of Deeds