

## MORTGAGE RECORD 85

mortgage may be foreclosed at any time after such default; but the omission of the party of the second part, or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payment as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent. per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part, or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent. per annum.

As additional and collateral security for the payment of said note the parties of the first part hereby assign to said party of the second part, or assigns, all the rights and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that the said party of the second part, or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights or benefits to the parties of the first part, or assigns, until notified by legal holder hereof to account for and to pay over the same to such legal holder.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct, and any judgment for the foreclosure of this mortgage shall provide that all of the land herein described shall be sold together and not in separate parcels.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Everett K Chronister  
Ethel Leonard Chronister

State of Kansas, }  
County of Douglas } ss.:

Be it remembered, that on this 20 day of February, A.D. 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came EVERETT K. CHRONISTER and ETHEL LEONARD CHRONISTER, his wife who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Agnes J. Conger  
Notary Public,  
Douglas County, Kansas.

(SEAL) Term expires, Dec. 4 1943

Recorded February 21, 1940 at 2:15 P.M.

*North* Register of Deeds

Receiving No. 9502 <

## MORTGAGE

Reg. No. 2193 <

Fee Paid \$1.50

THIS INDENTURE, made this first day of March 1940 between F. J. Moreau and Jeanno Moreau, his wife of Douglas County, in the State of Kansas of the first part, and W. J. Brockelbank of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five hundred eighty four and 43/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

Beginning at the South line of; at eleven hundred and two (1102) feet West of the South East corner of the North half of the South West quarter of section thirty-six (36) in township twelve (12) South of Range nineteen (19) East of the sixth P.M. thence West one hundred and thirty two (132) feet; thence North three hundred thirty (330) feet; thence East one hundred thirty two (132) feet; thence South three hundred thirty (330) feet to the place of beginning containing one acre, the South thirty-three (33) feet being included in road number thirty-five (35) subject to the restrictive covenants set out in a dedication of this property on record in the Registry of Deeds of Douglas County in Book 108 page 334 as amended in Book 114 at page 284.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appurtenant forever;

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said parties of the first part hath this day executed and delivered certain promissory notes to said party of the second part, for the sum of DOLLARS, bearing even date herewith, payable at the Lawrence National Bank, Lawrence, Kansas, in equal installments, of sixty DOLLARS each, the first installment payable on the first day of June 1940, the second installment on the first day of October 1940, and one installment on the first days of each month, until the entire sum is fully paid.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$500, with interest thereon at the rate of 4 1/2 per cent. payable annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for the protection of this mortgage, make said payment of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.