

MORTGAGE RECORD 85

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereof at five per centum (5%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisalment is hereby waived. Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

L. E. Anderson
Mervyn Arnew Anderson

STATE OF KANSAS,)
COUNTY OF Douglas)ss:

BE IT REMEMBERED, that on this 7th day of May, 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared L. E. Anderson and Mervyn Arnew Anderson husband and wife, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

Arthur S Peck
Notary Public.

(SEAL) My Commission expires Oct. 3rd, 1940

Recorded May 8, 1940 at 9:25 A.M.

Harold A. Beck Register of Deeds

Receiving No. 10037 <

MORTGAGE

Reg. No. 2269 <

Fee Paid \$2.50

THIS INDENTURE, Made this 6th day of May in the year of our Lord one thousand nine hundred Forty between Maude D. Reynolds and P. C. Reynolds, her husband of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Merritt Clough of Lawrence, Kansas of the second part:

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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:

"The South 50 feet of Lot Eleven (11), Block Eleven (11), Babcocks
Enlarged Addition to the City of Lawrence."

with 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 owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of One Thousand and no/100 DOLLARS, according to the terms of a certain promissory note this day executed by the said Parties of the first part to the said party of the second part; said note being given for the sum of One Thousand and no/100 DOLLARS, dated May 6, 1940, due and payable in 5 year from date thereof with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 27.50 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Twenty-Five Hundred and no/100 (\$2500) DOLLARS in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof be and become an additional lien under this mortgage, upon the above described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and cost thereon remaining unpaid or which may have been paid by the party of the second part, at the option of the party of the second part for insurance, shall be due and payable by or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not, at the option of the party of the second part, y executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said Parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year last above written.

Maude D. Reynolds
P. C. Reynolds

STATE OF KANSAS,)
Douglas County,)ss.

Be it Remembered, That on this 6 day of May A.D. 1940 before me, C B Hosford, a Notary Public in and for said County and State, came Maude D Reynolds and P. C. Reynolds her husband to me personally known to be the same person who executed the within instrument of writing, and duly acknowledged the execution of 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 June 26 1943.

C. B. Hosford Notary Public.

Recorded May 8, 1940 at 2:25 P.M.

Harold A. Beck Register of Deeds

This Release
on the return
of the original
Mortgage
this 27th day
of May
1940
Attest
C. B. Hosford
Notary Public

The note herein described having been paid in full, this mortgage is hereby released
and the lien thereby created dissolved.
Merritt Clough
A.D. 1942
May 24