

## MORTGAGE RECORD 85

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 per cent. per annum.

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 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.

Ralph K. Collins  
Wilma A. Collins

State of New York ) ss.:  
County of New York)

Be it remembered, that on this 15 day of July, A.D. 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came RALPH K. COLLINS and WILMA A. COLLINS, husband and 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.

(SEAL)

Edwina Williams  
Notary Public, \_\_\_\_\_ County, New York  
NOTARY PUBLIC, New York County  
N.Y. Co. Clk's No. 132, Reg. No. 21145  
Commission expires March 30, 1942

Recorded July 16, 1940 at 3:30 P.M.

*Harold B. Burt*

Register of Deeds

Receiving No. 10480

## MORTGAGE

Reg. No. 2346 <  
Fee Paid \$21.50

THIS INDENTURE, Made this eighteenth day of July, 1940, by and between Laurence C. Woodruff and Jeannette W. Woodruff, his wife, of Lawrence, Kansas, Mortgagee, and The First National Bank/Lawrence, Kansas, a corporation organized and existing under the laws of the United States, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Eighty-six hundred and no/100 Dollars (\$8600.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

From the Southwest corner of Section 36, Township 12, Range 19, go East a distance of 40 rods thence North 441.4 feet, thence South 70° 51' West 146.825 feet for a point of beginning; thence South 70° 51' West 146.825 feet; thence North 16° 13' West 172.14 feet to an iron pin; thence North 198.72 feet to a hedge post; thence East 165 feet; thence Southerly to the point of beginning; also the right to the use of an easement heretofore granted by E. F. Engel and Cora E. Engel, his wife, to Jeannette T. Wheeler by deed dated June 15, 1940, for road, water mains, gas mains, electric lines and telephone lines. Such easement to run with the land conveyed.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title, and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Eighty-six hundred and no/100 Dollars (\$8600.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four and one-half per centum (4½%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The First National Bank of Lawrence in Lawrence, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Fifty-four and 44/100 Dollars (\$54.44), commencing on the first day of December, 1940, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 1960.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued

See accompanying 10/10/42  
to accompany 10/10/42