

MORTGAGE RECORD 85

THIRD, That said party of the first part agrees to pay all taxes and all special assessments levied or assessed against or due upon said real estate before delinquency and to procure, maintain and deliver to said party of the second part, its successors, or assigns, fire, lightning and tornado insurance policies insuring the buildings on said real estate in companies to be approved by said party of the second part, its successors or assigns, for not less than \$____, with loss payable to the said party of the second part as mortgagee, its successors or assigns, as its or their interests may appear; and shall keep the buildings and other improvements upon said premises in good repair and condition.

FOURTH, That if said insurance is not promptly effected, and maintained, or if such taxes and special assessments shall not be paid before delinquency, said party of the second part, its successors or assigns, (whether electing to declare the whole sum hereby secured due and collectible or not) may effect and pay for said insurance, and may pay said taxes and/or special assessments, and all such payments, with interest thereon at the rate of ten per cent per annum, from the respective dates of payment, shall be a lien against said premises and secured hereby.

FIFTH, That if default be made in the payment of any of said notes hereby secured, or of any interest on said notes or any of them, or any part thereof, for the space of ten days after the same shall become due, or if default be made in the payment of any taxes and/or special assessments levied or assessed against said real estate, or against the notes hereby secured, or against this mortgage, before delinquency, or in case said party of the first part shall fail to keep or perform any of the covenants, conditions or agreements contained in this mortgage or in the notes hereby secured, time being of the essence of this contract, then this mortgage and all sums of money secured hereby, less interest for the unexpired time, shall, at the option of said party of the second part, its successors or assigns, become at once due and payable, without further notice, and then this mortgage may be foreclosed and the mortgaged premises sold in one body. The notes secured by this mortgage shall, after maturity (whether the same mature by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained), bear interest at the rate of ten per cent per annum until paid.

SIXTH, That if an action is commenced to foreclose this mortgage, said party of the second part, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, and such receiver shall have the right to take immediate possession, and control and preserve the mortgaged property, and to collect the rents and profits thereof, for the payment of the debt hereby secured, and said receiver's costs and expenses, and may perform and discharge all duties of a receiver.

SEVENTH, That this mortgage, and the notes secured hereby without regard to the place of execution or delivery, are made under, and shall be construed by and according to the laws of the State of Kansas. If the foregoing conditions are fully performed, then this conveyance shall become void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand.

Raymond B Farmer

STATE OF KANSAS,)
County of DOUGLAS) ss.

On this 1st day of April, 1941 before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Raymond B. Farmer, a single man, to me personally known to be the identical persons described in and who signed and executed the foregoing mortgage and duly acknowledged that he executed said instrument and that the execution of the same is his voluntary act and deed.

WITNESS my hand and Notarial Seal at Lawrence in said County, the day and year last above written.

(SEAL) My commission expires Sept 17, 1941

E B Martin
Notary Public.

Recorded April 5, 1941 at 9:00 A.M.

Ward A. Beck

Register of Deeds

Receiving No. 11727

(The following is endorsed on the back of the original instrument, recorded in Book 76, page 293.)

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That The Lawrence National Bank, Trustee of the Estate of George Francis, Deceased Douglas County, in the State of Kansas, the within-named mortgagee in consideration of One Hundred & No/100 DOLLARS to us in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto Gilbert Francis heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein named.

IN WITNESS WHEREOF, the said mortgagee has hereunto set its hand this 30th day of January 1941.

(CORP. SEAL)

THE LAWRENCE NATIONAL BANK, TRUSTEE OF
THE ESTATE OF GEORGE FRANCIS, DECEASED.

By I J Meade
Executive Vice President

STATE OF KANSAS)
Douglas County) ss:

BE IT REMEMBERED, That on this 30th day of January, A.D. 1941 before me, Geo. W. Kuhne a Notary Public in and for said County and State, came I J Meade Executive Vice President Lawrence National Bank to me personally known to be the same person who executed the foregoing 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 the day and year last above written.

Geo W Kuhne
Notary Public.

(SEAL) My commission expires Jan 25/1942

Recorded April 5, 1941 at 10:35 A.M.

Ward A. Beck

Register of Deeds