

MORTGAGE RECORD 88

FOURTH. That said first party shall keep all fences, buildings and other improvements on said premises in as good condition and repair as they now are, and shall not suffer waste nor permit the value of said premises to depreciate by neglect or want of care; and should said first party neglect so to do, said second party or assigns shall be entitled to immediate possession of said premises.

FIFTH. In case of default of payment of any sum herein covenanted to be paid for the period of ten days after the same becomes due, the said first parties agree to pay to the said second party, or its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note from the date of default, to the time when said principal and interest shall be fully paid; and in case of default of any of the covenants herein contained, the rents, royalties and the profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder shall be entitled to the possession of said property by a receiver or otherwise as it may elect; provided, however, that said party of the second part, its successors and assigns, shall be chargeable with no liability with reference to such rents, royalties and profits, nor be accountable therefor, except as to sums actually collected by it, and that the lessees in any such leases shall account for such rights, rents, royalties or benefits to the parties of the first part, or their assigns, until notified by the legal holder hereof to account for and pay over the same to such legal holder. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be released at the expense of said party of the second part; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenant herein contained, then this conveyance shall, at the option of second party, become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisement.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

R. B. Lackey
Faith Lackey

STATE OF KANSAS,
County of Douglas ss.

RE IT REMEMBERED, That on this 18th day of December A.D. 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came E. B. Lacey & Walter Lacey, his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Frank E. Banks
Notary Public.

Recorded December 18, 1941 at 10:50 A.M.

Harold A. Beck Register of Deeds

Receiving No. 13035

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Dave E. Lucas and Bertha Lucas, his wife dated the 10th day of March, A.D. 1928, which is recorded in Book 68 of Mortgages, page 603, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 19th day of December, A.D. 1941

E B Lucas

STATE OF KANSAS,)
Douglas County,) ss.

Be it Remembered, That on this 19th day of December A.D. 1941 before me Harold A. Beck, Register of Deeds in and for said County and State, came E. B. Lucas 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 on the day and year last above written.

Harold A. Beck
Register of Deeds.

(OFFICIAL SEAL)

Recorded December 19, 1941 at 3:55 P.M.

Harold A. Beck Register of Deeds

Receiving No. 13038 5

M O R T G A G E

Reg. No. 2868
Fee Paid \$2.50

THIS INDENTURE, made this 19th day of November in the year of our Lord nineteen hundred and forty-one by and between James P. Cummings, a single man; Thomas F. Cummings, a single man; John F. Cummings, a single man; Mary E. Cummings, a single woman, of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL TRUST COMPANY, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of ONE THOUSAND DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The West One Hundred Twenty (120) acres of the Southwest Quarter (SW¹/₄) of Section Fifteen (15), Township Twelve (12), Range Eighteen (18), East of the Sixth Principal Meridian.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that 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 in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.