

## DOUGLAS COUNTY

estate, or against the notes hereby secured, or against this mortgage, before delinquency, or in case said parties 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 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 of, 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, we have hereunto set our hands.

Harold W. Sherman  
Mary V. Sherman

STATE OF KANSAS )  
COUNTY OF DOUGLAS ) ss.

On this 18th day of October, 1943 before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Harold W. Sherman and Mary V. Sherman, husband and wife, to me personally known to be the identical persons described in and who signed and executed the foregoing mortgage and duly acknowledged that they executed said instrument and that the execution of the same is their voluntary act and deed.

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

Arthur S. Peck  
Notary Public

(SEAL) My Commission expires Oct. 3rd, 1944.

Recorded November 12, 1943 at 11:50 A. M.

*Harold H. Beck*  
*by Charles Fickins (clerk)*

Register of Deeds

Receiving No. 19423 <

ASSIGNMENT

(The following is endorsed on the original Mortgage recorded in Book 72 Page 600)

The within named assignee, J. W. Kreider, of the within mortgage deed, hereby assigns, sells and conveys to Karl M. Kreider, all his right, title and interest therein this 24th day of April, A. D. 1943.

J. W. Kreider

STATE OF KANSAS )  
County of Douglas ) ss.

Be it Remembered, That on this 24th day of April, A. D. 1943, before me, the undersigned, a Notary Public in and for said County and State, came J. W. Kreider 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.

Frank Walter  
Notary Public

(SEAL) My commission expires Dec. 9, 1946

Recorded November 17, 1943 at 10:45 A.M.

*Harold A. Beck*

Register of Deeds

Receiving No. 19427 <

ASSIGNMENT

(The following is endorsed on the original Mortgage recorded in Book 82 at page 85)

KNOW ALL MEN BY THESE PRESENTS, That The State Bank of Lecompton, Lecompton, Kansas County in the State of \_\_\_\_\_ the within-named mortgagee, in consideration of One dollar and other considerations DOLLARS to us in hand paid, the receipt whereof is hereby acknowledged do hereby sell, assign, transfer, set over and convey unto Una S. Kreider 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 TO HOLD THE SAME FOREVER, Subject nevertheless to the conditions therein named.

IN WITNESS WHEREOF, The said mortgagee have hereunto set their hands this 28 day of Nov. 1942.

STATE BANK OF LECOMPTON  
LECOMPTON, KANS.  
W. H. Glenn President

(CORP. SEAL)  
STATE OF KANSAS )  
Douglas County ) ss.

Geo W Bahnmaier  
Asst Cashier

Be it Remembered, That on this 28 day of Nov. 1942 before me, Karl M. Kreider a Notary Public in and for said County and State, came W. H. Glenn and Geo F. Bahnmaier 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.

Karl M. Kreider  
Notary Public

(SEAL) My Commission Expires Nov. 10, 1943

Recorded November 17, 1943 at 3:05 P.M.

*Harold A. Beck*

Register of Deeds