. fee Faid in Shawnee County Dec. 20, 1957

240

## 64641 BOOK 117 MORTGAGE

THIS INDENTURE, made the lst day of December A.D. 1957 between

Hiram Hansford, also known as Hiram D. Hansford, a widower

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hereinafter called "montgagor" and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

a corporation organized and existing under the laws of the State of New York having its principal office at 393 Seventh Avenue, New York, New York ....., hereinafter called "mortgagee": 

Dollars (\$ 20,000.00), and has agreed to pay the same with interest thereon according to the terms of a certain note or obligation bearing even date herewith, providing for the payment thereof in instalments, the last of which is due and payable the first day of .... December 19.77

NOW, THEREFORE, in consideration of said indebedness, and for the purposes of securing the payment to the mortgagee of the same, and to secure the performance of the covenants and agreements hereinafter expressed, the mortgagor does by these presents grant, bargain, sell, convey, and mortgage unto the said mortgagee, and its successors and assigns forever, 

The West Half of Northeast Quarter, Southeast Quarter of Northwest Quarter, and all that part of Northwest Quarter of Southeast Quarter of Section Twenty-five (25) lying north of the Kansas River, in Township Eleven (11) South, Range Fourteen (14) East of the Sixth Principal Meridian (subject to existing easements for levee and public roads and utilities)

and the following described real estate, containing 120 acres, more or less, situated in the County of Douglas, and State of Kansas, to-wit:

The East Half of Northwest Quarter of Section Twenty (20) and all that part of South Half of Southwest Quarter of Section Seventeen (17) (except the west 20 feet thereof) lying south of State Highway #10 (old U. S. Highway #40), in Township Twelve (12) South, Range Eighteen (18) East of the Sixth Principal Meridian (subject to existing easements for public roads and utilities)

TO HAVE AND TO HOLD the same and the rents, issues and profits thereof, with all and singular the hereditaments and appurtenances thereunto belonging, including water and water rights of every kind and description and all watering, irrigation, and drainage apparatus and fixtures, together with all the estate, right, title, interest, property, possession; claim and demand whatsoever as well in law as in equity of the said mortgagor of, in and to the same and every part thereof unto the said mortgagee and its successors and assigns forever. Provided always, and this mortgage is upon this express condition, that if mortgager that is statistics in taking to be the control of the state discharge shall be borne by mortgagor.

This mortgage is made, however, subject to the following covenants, conditions and agreements: tgagor agrees to reduce the principal amount of said note to \$18,500.00 before con-ing said premises and further agrees that this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagor shall convey said premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever before the principal amount of said note is reduced to said amount:

## BOOK1324 PAGE 385

## 1324 pice 386

FIRST: That the mortgagor agrees to pay the indebtedness with interest as in said note provided, or as provided in any renewals or extensions thereof, and if default be made in the payment of any part thereof the mortgagee may foreclose this rigage in the manner provided by law. In case of the renewal or extension of the indebtedness hereb y secured, or any part of, all the provisions of this mortginge and the lien thereof, from its date, shall remain in force as fully and with the same " t as if it were made originally to mature at such extended time. fect as if it w

field as if it were made originally to mature at such extended time. SBCOND: That the mostgagor agrees to pay as the same become due and payable all taxes, assessments and other integes imposed by law upon axid promises or any part thereof including the mostgage's interest therein and upon this metages as the note or indebtedness secured hereby (excluding, however, mostgage registration taxes now required by law a be paid by the mostgage), provided that should the amount of payments made for the mostgage for such taxes, asses-metages of the note or indebtedness secured hereby (excluding, however, mostgage registration taxes now required by law a be paid by the mostgage), provided that should the amount of payments made for the mostgage for such taxes, asses-mentage at the note or indebtedness then owing, mostgagos shall not be liable to pay any of such excess over the ingless awful size. In the event of the passage, after the date hereof, of any law by the State of Kansas, deducting from the value of lead for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mostgages or debta meased by mostgage for state or local purposes, or the manner of the collection of any ush taxes, so as to affect this mostgage, and had for the mostgage and of the debt which it iscures, shall have the right to give six (6) months' written notice to the the power of mid land requiring the payment of the entire indebtedness secured hereby, and it is hereby agreed that if such notice the given the said indebtedness shall become due, payable and collectible at the expiration of said six (5) months.