

David M. Hill (D.S.)

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Be it remembered, that on this 6th day of June A.D. nineteen hundred and five, said David M. Hill (a witness) who is personally known to and to be the identical person hereinbefore mentioned, and duly acknowledged the execution of the same to be his voluntary act and deed. And the signing of hereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

J. G. Shaffer, Marion County, Kansas.
 1883

David M. Hill (P.S.)

percent per annum, payable annually, on the 1st day of March in each year, and ten percent per annum after maturity, the installments of interest being further evidenced by first coupons attached to said principal note, and of even date therewith, and payable to the order of said Daniel M. Hill at Bank of Topeka, Topeka, Kansas. Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may without notice declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes and assessments and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt thereby secured, with interest thereon at the rate of seven percent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums, or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises and the rents, issues and profits thereof. Third. Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid. Fifth. Said parties of the first part hereby agree that if the makers of said note shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice. And the said parties of the first part, for said consideration, do hereby expressly waive an appraisement of said real estate, and all benefits of the homestead exemption and stay laws of the State of Kansas. The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue. Sixth. In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first parties agreed to pay to the said second party and his assigns, interest at the rate of 10 percent per annum