Date. This indenture, made and executed this seventeenth day of January A.D. nineteen
Parties. hundred one by and between Abram Smith and Sarah E. Smith, his wife
of the county of Douglas, and State of Kansas, party of the first part, and
The Union Central Life Insurance Company, of Cincinnati, State of Ohio,
party of the second part: Witnesseth, that the said first party for and in
Consideration. consideration of the sum of Seven hundred ($700) Dollars, paid by the
said second party, the receipt of which is hereby acknowledged, mortgage
and warrant unto the said second party, its successors and assigns, forever
the certain tract or parcel of real estate, situated in the county of Douglas
and State of Kansas, described as follows, to-wit: The west half (1/2)
Description. of the north-east quarter (1/4) and the south east quarter (1/4) of the
north east quarter (1/4) of section Thirty five (35), Township fourteen (14)
Range eighteen (18) East of the Sixth Principal Meridian, containing One
hundred and twenty (120) acres, according to Government Survey. To
Debt. secure the payment of a debt evidenced by certain promissory notes of even
date herewith signed by Abram Smith and Sarah E. Smith of said
first party, and payable to the said second party, more fully described,
Notes. as follows: One principal note for the sum of Seven hundred Dollars,
(and being for the principal sum loaned), payable ten years after
date (or in partial payments prior to maturity, in accordance
with the stipulation therein) with interest at the rate therein specified
Covenants. and evidenced by coupon notes. The said first party hereby covenant and
agree with the said second party, its successors and assigns, as follows;
Taxes. First. To pay all taxes, assessments and charges of every character
which are now, or which hereafter may become liens on said real
estate; also all taxes assessed in Kansas against said second party,
on this mortgage or debt secured hereby, and to deliver to the said second
party at its office, in Cincinnati, Ohio, receipts of the proper officer for
the payment thereof; and if not paid, that the holder of this mortgage
may pay such taxes, liens or assessments, (of which payment, amount
and validity thereof, the receipt of the proper officer shall be conclusive
evidence), and be entitled to interest on the same at the rate of ten
per cent. per annum, and this mortgage shall stand as security
Waste. therefor. Second. To keep all buildings, fences and other improvements on
said real estate in as good repair and condition as the same are in at
this date, and shall permit no waste, and especially no cutting of timber
except for making and repairing of fences on the place, and such as
shall be necessary for firewood for the use of the grantor's family.
Fire Insurance. Third. To keep, at the option of said second party, the buildings on
said premises insured in some joint stock fire insurance company,
approved by the said second party for the insurable value thereof,
with said second party's usual form of assignment attached,
making said insurance payable in case of loss to the said second
party or assigns, and deliver the policy and renewal receipts to
said second party. In case of failure to keep said buildings so
insured, and to deliver the policy or renewal receipts as agreed, the
holder of this mortgage may effect such insurance, and the amounts
so paid with interest at ten per cent. per annum, shall be immediately