

The Union Central Life Mortgage.

445

This Indenture, Made and executed this fourteenth day of April 1911 by John W. Myers and Mary J. Myers Husband and Wife of Douglas County, KANSAS, part second of the first part, and THE UNION CENTRAL LIFE INSURANCE COMPANY, of Cincinnati, Ohio, party of the second part:

WITNESSETH, That the said first part for and in consideration of the sum of Two Thousand (\$ 2000 ⁰⁰/₁₀₀) 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 Douglas County, KANSAS, described as follows, to-wit:

The Southeast quarter of Section thirty-three (33), Township Thirteen (13), range Nineteen (19) East of the Sixth Principal Meridian, containing One Hundred and Sixty (160) acres, more or less.

And whereas the mortgagee herein is the owner and holder of a prior mortgage upon the premises herein described, which prior mortgage is recorded in Book 41, at page 53, of Mortgage Records of Douglas County, State of Kansas, it is agreed by the parties hereto that failure on the part of the mortgagors to comply with the conditions, either of this mortgage or of the aforesaid prior mortgage, shall, at the option of the mortgagee, make both mortgages immediately due and payable, and said mortgagee shall thereupon be entitled to foreclose both of said mortgages.

TO SECURE THE PAYMENT of a debt evidenced by certain promissory note of even date herewith signed by John W. Myers and Mary J. Myers of said first parties; and payable to the said second party, more fully described, as follows:

One principal note for the sum of Two Thousand 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 and evidenced by coupon notes.

The said first part do hereby Covenant and Agree with the said second party, its successors and assigns, as follows:

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 if not paid, that the holder of this mortgage may pay such taxes, liens or assessments, and be entitled to interest on the same at the rate of ten per cent. per annum, and this mortgage shall stand as security 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.

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 due and payable, and shall be secured by this mortgage.

FOURTH—If the maker or makers of said notes shall fail to pay either principal or interest, when the same becomes due; or any notes given in renewal of the notes herein; or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due; or there is a failure to conform to or comply with any of the foregoing covenants or agreements; the whole sum of money herein secured shall thereupon become due and payable at the option of the said second party without notice, and this mortgage may be foreclosed.

FIFTH—That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and collect the rents and profits thereof, the amount so collected by such receiver to be applied under the direction of the court, to the payment of any judgment rendered or amount found due under this mortgage.

The foregoing conditions, covenants, and agreements being performed, this mortgage shall be void, and shall be released by the said second party, (and in case of failure of the said second party to release this mortgage, all claim for statutory penalty or damages is hereby released) at the cost and expense of the said first part, otherwise to remain in full force and virtue.

IN TESTIMONY WHEREOF, The said first part do hereunto set their hand and the day and year first above written. Changes executed & Interlined make prior to signature

John W. Myers (SEAL)
Mary J. Myers (SEAL)
(SEAL)

The State of Kansas, Douglas County, } ss.
BE IT REMEMBERED, That on this 17th day of April 1911, before the undersigned, a Notary Public in and for said County, personally appeared John W. Myers and Mary J. Myers Husband and wife who are to me personally known to be the identical person s who executed the foregoing Mortgage Deed, 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.

6 E. Hawley
Notary Public.
Douglas County, Kansas.

My commission expires Oct 13 1913.

Recorded April 17 at 11:10 A.M.

Lloyd L. Lawrence
Register of Deeds

The following is entered on the original instrument:
The two second party mortgagees, having seen and read this mortgage fully at sight, do hereby certify that the same is a true and correct copy of the original instrument as recorded in the office of the Register of Deeds of Douglas County, Kansas, this 14th day of April 1911.

Recorded
Mch 13 1911
L. L. Lawrence
Register of Deeds

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Notary Public.
County, Kansas.

Register of Deeds.

Map Register of Deeds