

The Union Central Life Mortgage.

Forfeited the First Mortgage and Black Horse Farm, Kansas.

This Indenture, Made and executed this Twenty-Ninth day of September 1925 by

John B. Miller and Charace Miller husband and wife
of Douglas County, KANSAS, parties of the first part, and THE UNION CENTRAL LIFE INSURANCE COMPANY, of Cincinnati, Ohio, party of the second part:

WITNESSETH, That the said first party for and in consideration of the sum of Forty-two hundred (\$4200.00) 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:
All that part of the Northeast quarter of Section Thirteen (13), Township Thirteen (13) Range Twenty (20) East of the Sixth Principal Meridian lying south of the Wakarusa River and west of the Little Wakarusa Creek, described as follows: Commencing at the Southeast corner of said quarter section; thence North on section line to the center of the channel of the Little Wakarusa Creek; thence down its channel in the center thereof to where it crosses the section line; thence North on said section line to center of Little Wakarusa Creek; thence down its channel in the center thereof to the center of Wakarusa River; thence up the center of said Wakarusa River with its meander line up to its intersection with the section line between Sections Twelve and Thirteen; thence West on said line to Northwest corner of said Northeast quarter section; thence South 16.2 rods; thence East 16.2 rods to the starting point, except Right of Way for public road, containing after deducting exception noted One hundred and thirty six (136) acres, more or less.

TO SECURE THE PAYMENT of a debt evidenced by certain promissory note of even date herewith signed by John B. Miller and Charace Miller of said first party, and payable to the said second party, more fully described, as follows:

One principal note for the sum of Forty-two Hundred DOLLARS.

(and being for the principal sum loaned), payable October 1, 1925 (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 party 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 hereunder, 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. ~~And in the event of default of said first party, the plaintiff herein 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 party, otherwise to remain in full force and virtue.

IN TESTIMONY WHEREOF, The said first party have hereunto set their hand and seal the day and year first above written.

Changes, Executed and Initials Made
prior to signature

John B. Miller (SEAL)
Charace Miller (SEAL)

The State of Kansas, } ss.
Douglas County,

BE IT REMEMBERED, That on this 4th day of October 1925, before the undersigned, a Notary Public in and for said County, personally appeared John B. Miller and Charace Miller husband and wife who are to me personally known to be the identical person, 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.



L. F. Richards Notary Public.
Douglas County, Kansas.

My commission expires April 14 1928

Recorded Oct. 6th 1915, at 1102 A.M.

Floyd L. Lawrence, Reg. of Deeds
Geo. C. Neff, City.

The following is endorsed on the original instrument:
The note secured by this mortgage has been paid in full and this mortgage is hereby released and the mortgagee is notified to cancel the same of record.
State of Kansas, this 1st day of October, 1925.
Geo. C. Neff, City.

Recorded Oct. 17, 1925
Geo. C. Neff, City.
Register of Deeds

The following is endorsed on the original instrument:
The note secured by this mortgage has been paid in full and this mortgage is hereby released and the mortgagee is notified to cancel the same of record.
State of Kansas, this 1st day of October, 1925.
Geo. C. Neff, City.

Recorded Nov. 24, 1926
Geo. C. Neff, City.