

The Union Central Life Mortgage.

1723

This Indenture, Made and executed this 15th day of April, 1918 by Cyrus L. Glenn and Josephine E. Glenn, 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 parties, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand paid by The Union Central Life Insurance Company a corporation organized under the laws of Ohio, (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 Southwest quarter of section Thirty-two (32), Township Eleven (11), Range Eighteen (18) East, of the Sixth Principal Meridian, except One acre, deduced for Church, in the Southwest corner of above described land, and less Two acres, deduced for school in the Southeast corner of above described land, containing after deducting Exception noted One Hundred and fifty-seven (157) acres, more or less.

TO SECURE THE PAYMENT of a debt evidenced by certain promissory notes of even date herewith signed by Cyrus L. Glenn and Josephine E. Glenn at its home Office in Cincinnati, Ohio, here fully described as follows:

The first of said first parties, for the sum of One Hundred and Seventy-three DOLLARS, the next of said first parties, for Two Hundred and sixty-one and 5/100 dollars each, the first note being payable on April 1, 1919, and one of the remaining notes being payable on same day in each of the succeeding twenty years (and being for the principal sum loaned), payable ten years after (or in partial payments prior to maturity, in accordance with the stipulation therein) with interest, at the rate therein specified and without by coupon notes.

The said first parties 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, 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 any of said notes 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. Interest on this secured debt shall be in full payment of the maturity by deposit of interest, in full payment of the maturity.

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 liquid 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 parties; otherwise to remain in full force and virtue.

IN TESTIMONY WHEREOF, The said first parties have hereunto set their hands the day and year first above written.

Changes, Erasures, Interlineations made prior to signature

Cyrus L. Glenn (SEAL)
Josephine E. Glenn (SEAL)
(SEAL)

The State of Kansas, Douglas County, } ss.

BE IT REMEMBERED, That on this 20 day of April, 1918, before the undersigned, a Notary Public in and for said County, personally appeared Cyrus L. Glenn and Josephine E. Glenn, 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.

(L.S.) J. M. Kreider Notary Public.
Douglas County, Kansas.

My commission expires Jan. 8, 1922.

Recorded April 23, A.D. 1918.
at 9:45 o'clock A.M.

Edith Northrup Register of Deeds

For Release see Book 94 page 169