

The Union Central Life Mortgage.

See Book 67 - Page - 243.

This Indenture, Made and executed this 15th day of June 1925 by Frank P. Kiser, unmarried, of Douglas County, Kansas, and Samuel A. Kiser and Mae Kiser his wife of Mulvane 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 part ~~for~~ and in consideration of the sum of Two Thousand (\$ 2,000.00) 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:
The South half of the South half of the Northwest Quarter of section nineteen (19), Township Thirteen (13), Range Nineteen (19), except that portion lying east of the center of the channel of Rock Creek (about 1.14 1/2 acres).
The North half of the South half of the Northwest Quarter of section nineteen (19), Township Thirteen (13), Range Nineteen (19) except the East 1/2 (10) acres.
Also a tract of land described as follows: Beginning 1200 feet South of the Northeast corner of the Northeast quarter of section twenty-four (24), Township Thirteen (13), Range Eighteen (18), thence West 357 feet; thence South 19 feet; thence East 357 feet; thence North 217 feet to place of beginning, containing 2.50 acres.
 All the above-described land is east of the Sixth Principal Meridian and contains after deducting exceptions noted, fifty five (65) acres more or less.

TO SECURE THE PAYMENT of a debt evidenced by certain promissory note of even date herewith signed by Frank P. Kiser, Samuel A. Kiser, and Mae Kiser of said first part, and payable to the said second party, more fully described, as follows:

One principal note for the sum of Two Thousand DOLLARS, payable on September 1, 1925, with interest at the rate of ten per cent per annum, payable in partial payments prior to maturity in accordance with stipulation therein until interest from date until paid at the rate therein specified, interest until maturity, being evidenced by interest rate agreement which draws interest after maturity until paid in full, the rate herein (and being for the principal sum loaned), payable ten years after date (or in partial payments prior to maturity), in accordance with the stipulation herein) with interest at the rate therein specified and evidenced by coupon notes:

The said first party 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, and all taxes assessed in Kansas against said second party, or any part thereof, or upon the mortgage, or upon secured hereby, first to be paid, that the holder of this mortgage shall have the right to collect the same, 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 one hand, the day and year first above written.

 (Seat)

 (Seat)

 (Seat)

The State of Kansas, }
 County, } ss.

BE IT REMEMBERED, That on this _____ day of _____ 190____, before the undersigned, a Notary Public in and for said County, personally appeared _____

who _____ 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.

 Notary Public,
 County, Kansas.

My commission expires _____ 190_____

COUPON MORTGAGE

Mortgage is evidenced by coupon notes

11/15/25
 7/25/25