

State of Kansas,

SS:

County of Douglas Be It Remembered, That on this 3rd January day of January A.D. 1914 before me, the undersigned, a Notary Public in and for said County and State came C. E. Hubach & Amelia H. Hubach his wife who are personally known to me to be the identical persons described in and who executed the foregoing Mortgage and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Arthur M. Spalding,

Recorded Jan. 3rd. A.D. 1914, at 3:10 o'clock P. M.

Roy L. Lawrence  
Register of Deeds,

By Geo. B. Neff Deputy.

THIS MORTGAGE, Made this 1st day of December in the year of our Lord One Thousand Nine Hundred and thirteen by and between Irven Deay, a singleman, and Arthur Deay a single man, of the County of Douglas and the State of Kansas parties of the first part, and the Exchange State Bank of Kansas City, Kansas, party of the second part,

Witnesseth, That the said parties of the first part for and in the consideration of the sum of Two Thousand Two Hundred (\$2200.00) Dollars, to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey, together with all the rents, issues and profits therefrom, unto the said party of the second part, and to its successors and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit: The West One-half (1/2) of the Northeast fractional Quarter (1/4) of Section Four (4), Township Fourteen (14), Range Twenty-one (21), in Douglas County, Kansas.

To Have and To Hold the same, with all and singular the hereditaments and appurtenance thereto belonging, unto the said party of the second part, and to its successors and assigns forever; Provided, Always, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said Irven Deay and Arthur Deay have this day executed and delivered one certain coupon note in writing to the party of the second part, payable at Exchange State Bank of Kansas City, Kansas, as follows, to-wit: dated December 1st, 1913, due on the 1st day of December, 1916, payable to the order of Exchange State Bank of Kansas City, Kansas, for Two thousand two hundred Dollars (\$2200.00), with interest thereon at the rate of six per cent per annum from date, payable semi-annually, on the 1st days of June and December, in each year, according to the tenor of six interest coupons for Sixty-six Dollars (\$66.00) each, annexed thereto, and bearing even date therewith.

It is agreed and understood that One hundred Dollars (\$100.00) or any multiple thereof may be paid on the principal of said note at any interest paying period.

Now, if the said Irven Deay and Arthur Deay shall well and truly pay, or caused to be paid, the sum of money in said note mentioned, with interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law due and payable, then in like manner the said note, and the whole of said sum, shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part, its successors or assigns, shall be entitled to a judgement for the sum due upon said note and the additional sums paid by the virtue of this Mortgage and all costs and expenses of enforcing the same as provided by law, and a decree for the sale of said premises in satisfaction of said judgement, foreclosing all rights and equities in and to said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them and if there is a default in the payment of principal, interest, taxes, or insurance as provided for herein, the party of the second part shall be entitled to the rents, issues and profits from said premises, and has the option to collect the same, and is authorized to enter thereon and to use all of the remedies to collect said rents, issues and profits that the parties of the first part might use, in the name of either party hereto, or any successor or assign, and credit the proceeds on any defaulted payment; and if any part of said premises becomes vacant the party of the second part is authorized to rent the same in the name of either party hereto, or any successor or assign, and on any terms and at any price, and receive the rents, issues and profits, and apply the same as aforesaid. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of \_\_\_\_\_ Dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in its own name, and the premium or premiums, costs, charges and expenses for the effecting of the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

Each and all of the foregoing terms and conditions shall be binding upon the heirs, executors, administrators, successors and assigns of the parties thereto.

Recorded  
The following is a list of names on the original instrument:  
Irven Deay, Arthur Deay, Exchange State Bank of Kansas City, Kansas, Roy L. Lawrence, Register of Deeds, Geo. B. Neff, Deputy.  
Date: Dec 1, 1914  
By: Roy L. Lawrence, Register of Deeds, Geo. B. Neff, Deputy.