

MORTGAGE.

This Indenture, Made this 21st day of February, A. D. Nineteen Hundred and Seventeen by and between Charles Duncan and Janney Duncan, husband and wife, in the County of Douglas, and State of Kansas, parties of the first part, and The Farm Mortgage Company (incorporated under the laws of Kansas), located at Topeka, Kansas, party of the second part;

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Twenty-Five Hundred and no/100. Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to its legal representatives and assigns forever, all of the following described, pieces, or parcels of land, lying and situated in the County of Douglas and State of Kansas, to wit: The North One Half (N $\frac{1}{2}$) of the North West Fractional Quarter (N W (Fract) $\frac{1}{4}$) of Section One (1) in Township Twelve (12) South, of Range Seventeen (17) East of the Sixth (6th) principal Meridian, containing Eighty (80) acres, more or less, according to Government Survey.

TO HAVE AND TO HOLD THE SAME, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its legal representatives and assigns forever. And the said parties of the first part do hereby covenant and agree, at the delivery hereof, to be the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its legal representatives and assigns forever, against the lawful claims of all persons whomsoever.

Provided Always, and this instrument is made, executed and delivered upon the following conditions, to wit: First.--Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Twenty Five Hundred and no /100 Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said parties of the first part, and is payable according to the tenor and effect of one certain First Mortgage Real Estate Note "3630 executed and delivered by the said parties of the first part, bearing date February 21st, 1917, and payable to the order of the said The Farm Mortgage Company, at the office of the said Company, in Topeka, Kansas, with interest thereon from March 1st, 1917, until maturity, at the rate of Six per cent per annum, payable semi-annually, on the first days of September and March in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by coupons attached to said principal note, and of even date therewith, and payable to The Farm Mortgage company, or bearer, at the office of said company in Topeka, Kansas.

Second.--Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and all interest coupons, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may without notice, declare the whole sum of money herein secured due payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof, and in case of foreclosure the judgment shall provide that the whole of said premises be sold together and not in parcels.

Third.--Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

FOURTH.--The said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of THIRTEEN HUNDRED AND NO/100 Dollars, loss, if any, payable to the mortgagee or its assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part, or the legal holder of holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable, and receivable thereon, and apply the same, when received, to the payment of said note or notes, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said part of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

FIFTH.--Said parties of the first part hereby agree that if the makers of said note shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons when the same becomes due, or to conform or comply with any of the foregoing conditions or agreements the whole sum of money hereby secured shall, at the option of the legal holder or holders, hereof, become due and payable at once without notice.

See Release for Book 62 Page 503
for Assignment - see Book 62 Page 191
for Assignment - see Book 62 Page 528