

## KANSAS REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Addison T. Sheppard and Martha J. Sheppard, husband and wife, of the County of Franklin, State of Kansas, parties of the first part in consideration of the sum of Three Thousand Dollars, in hand paid by the Fidelity Trust Company of Kansas City, in the County of Jackson, State of Missouri, party of the second part, receipt of which is hereby acknowledged do hereby Mortgage and Warrant unto the said Fidelity Trust Company the following described real estate situate in the County of Douglas, and State of Kansas, to-wit: The North half of the Southeast quarter (N<sup>1</sup>/<sub>2</sub> S.E.<sup>1</sup>/<sub>4</sub>) of Section Thirty-one (31) in Township Fourteen (14) South, of Range Twenty-one (21), East of the Sixth Principal Meridian, containing in all 80 acres, more or less, according to United States Government Survey.

To Have and To Hold the same, with all the hereditaments and appurtenances thereto belonging, to the said second party and to its successors and assigns forever.

These presents are made to secure the payment of one certain negotiable Bond or Promissory Note this day made, executed and delivered by said Addison T. Sheppard and Martha J. Sheppard to the said Fidelity Trust Company for the sum of Three Thousand Dollars, payable on the First day of June, A. D. 1922, and bearing interest at the rate of Five per centum per annum from date payable annually and evidenced by Five Coupons attached thereto.

The said Bond and Coupons are payable at the office of Fidelity Trust Company, Kansas City, Missouri, and each bears interest after maturity at the rate of ten per centum per annum.

The said first parties, however, reserve the right to pay One Hundred Dollars or any multiple thereof upon said Bond, or the full amount thereof, on the day any of said Coupons mature, provided thirty days' notice in writing is given to said second party, or its assigns, that such payment will be made; and provided further, that in case such partial payments are so made, no sum less than Five hundred Dollars of said Bond shall at any time remain unpaid—the making of such partial payments operating to reduce the amount of the Coupons maturing thereafter proportionately to the amount said Bond is reduced.

It is herein agreed particularly as follows: The said first parties shall not suffer waste, nor permit the buildings, fences and improvements on said premises to depreciate by neglect or want of care: shall keep said premises free from all statutory liens and claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay, before the same become delinquent, all taxes and assessments against said indebtedness or against this instrument, by or within the State of Kansas and shall keep the buildings on said premises constantly insured for the benefit of said second party or its assigns, in a company or companies acceptable to said second party or its assigns, in the sum of at least ---Dollars, and shall deliver to said second party or its assigns, the policy or policies therefor and all renewals thereon, and shall, when requested, surrender to the said second party or its assigns, any policy or policies covering any of the buildings on said premises; in case the title to said premises is transferred, making an assignment of such policies of insurance to the purchaser necessary, the said second party or its assigns, are hereby authorized to make such assignment thereof as the agents or attorneys of the part---of the first parties or assigns.

In the event of a loss undersaid policy or policies, the said second party or its assigns, shall have full power to demand, receive, collect and settle the same, and for all of the aforesaid purposes, may, in the name place and stead of said first parties, or assigns, and as his or their agent or attorney, in fact, sign all papers and applications necessary to obtain such insurance, sign and inclose all vouchers, receipts, and drafts that may be necessary to procure the money thereunder, and apply the amount so collected toward the payment of the Bond, Interest Coupon Notes and interest thereon, and any other indebtedness due under the terms of this mortgage.

In case of failure of said first parties to perform any of these agreements, the said second party, or its succe ssors or assigns, may pay off and procure release of any such statutory lien claims, may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said first parties all amounts so paid, and interest thereon at the rate of ten per centum per annum from the date of such payment, and this mortgage shall stand as security for all such sums.

Now, Therefore, if the amount of said Bond and Coupons be paid when due, and all the covenants and agreements of the said first parties contained herein be faithfully kept and performed then these presents shall be null and void, and this mortgage shall be released at the expense of the party making such payment. If, however, the said first parties fail to pay any part of the amount of said Bond or Coupons within twenty days after the same become due, or fail to keep and perform any of the covenants and agreements made herein, then it is expressly understood and agreed that the whole sum of money secured hereby shall, at the option of the holder of said indebtedness, or any portion thereof become due and collectible at once, and this mortgage may thereupon be foreclosed and the mortgaged property be sold or so much thereof as may be necessary to satisfy the amounts herein secured; and in such event it is expressly agreed that the whole amount of said Bond shall bear interest from the date thereof at the rate of ten per centum per annum, and the holder thereof may recover the whole amount of said Bond, with such interest thereon, less the amount of such coupons and partial payments as shall have been paid, and may recover all amounts paid by said second parties or any holder of said Bond for taxes, assessments, insurance, and to release or extinguish any statutory liens upon said premises, or to protect the title or possession thereof, with interest thereon as provided herein, together with an abstract fee for examining titles to said mortgaged premises, for the purpose of commencing foreclosure proceedings, and all may be included in the judgment rendered or amount found due in any suit to foreclose this mortgage, and this mortgage is hereby made to secure all such sums.

The exercise of the right and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, collect rents or royalties, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him, and

The following is enclosed on the origin of instrument.

The James G. Thompson House, the mortgage within, named, etc. by, as borrower, part of the debt secured by the foregoing mortgage and, although the holder of the debt is named, having to challenge the same of record.

On the 14th day of the said September, the said instrument was signed by the said borrower and it appeared that the effect of the said instrument was to

Indesigment See Book 54-Page 153  
 For Extension of Law See Book 62 Page 423.  
 For Extension See Book 79 Page 556  
 For Extension See Book 83 page 254