

## MORTGAGE.

This Indenture, Made this 9th day of July, in the year of our Lord one thousand nine hundred Seventeen by and between Edmund Stanley and Martha E. Stanley, his wife of the County of Sedgwick, and State of Kansas, parties of the first part, and The Kansas Casualty & Surety Company of the County of Sedgwick, and State of Kansas, party of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Three Thousand (\$3000.00) Dollars, 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, its successors and assigns, Forever, all of the following described tract of land lying and situate in the County of Douglas and State of Kansas, to-wit: The south half of the Southwest quarter (S.W. 1/4) of Section Three (3), Township Fourteen (14), Range Twenty-one (21).

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, its successors and assigns, forever And the said parties of the first part do hereby covenant and agree with the said second party that at the delivery thereof they 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 the said party of the second part, its successors 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: The said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Three Thousand 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 part of the first part, and payable according to the tenor and effect of one certain Real Estate Mortgage bond, numbered 1, executed and delivered by the said parties of the first part; bearing date July 9th, 1917, and payable to the order of the said party of the second part on the 9th day of July, A. D. 1919, at Wichita, Kansas., with interest thereon, if paid at maturity, at the rate 5 1/2 per cent per annum, payable semi-annually on the 9th day of January and July in each year, and ... per cent per annum after maturity, the installments of interest being further evidenced by four coupons attached to the principal bond and of even date herewith, for the sum of Eighty-two & 50/100 (\$82.50) Dollars, payable to the order of the said party of the second part at Wichita, Kansas. It is agreed that in case the interest upon said principal bond or any of said coupons, or any portion thereof, shall remain unpaid for the space of ten days, then at the election of the holder or holders thereof the whole amount of said bond, together with all accrued interest and all the sums of money secured by this mortgage deed, shall become at once due and payable without notice at the option of the holder or holders thereof and may be collected in like manner as if said principal bond were past due, and the holder or holders of said bond or coupons may proceed to enforce the lien of this mortgage for the payment of the same.

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 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, at once due and payable, 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 ... 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 and agreed 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.

Third: Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon above described premises in responsible insurance companies, to the satisfaction of the legal holder or holders of this mortgage to the amount of not less than Dollars loss, if any, payable to the mortgagee or assigns, as ... interest may appear. And it is further agreed that every such policy of insurance shall be held by the part... of the second part or the legal holder or holders hereof as collateral and additional security for the payment hereof, And if the parties of the first part, their heirs, legal representatives, or grantees shall procure any additional insurance upon said premises, and the policy thereof shall not be made in terms payable in case of loss to the said mortgagee or... assigns, the company placing such additional insurance shall, nevertheless, make contribution in case of loss to the same extent as it would be required to do if such insurance had been so made payable as collateral and additional security for the payment hereof.

Fourth: 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 now are, and abstain from the commission of strip or waste on said premises until the whole sum hereby secured is fully paid.

Fifth: It is further expressly agreed that in case of default in the payment of said bond or any part thereof or any of the sums hereby secured, when the same shall become due as herein specified, according to the tenor and effect of said bond and coupons, or in case of the breach of said parties of the first part of any of the covenants or agreements herein mentioned, then the bond secured hereby shall bear interest at the rate of ... per cent, per annum from its date, and this conveyance shall become absolute, and the holder or holders of the indebtedness hereby secured shall be at once entitled to the possession of the above described premises, and to have and to receive all the rents and profits thereof, and the said bond with inter-

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This instrument is intended to be a mortgage and is not to be construed as a deed. It is to be construed as a mortgage and is not to be construed as a deed. It is to be construed as a mortgage and is not to be construed as a deed.