

MORTGAGE.

THIS INDENTURE, Made this 29th day of October in the year of our Lord nineteen hundred and seventeen by and between Thomas W. Cree and Sadie L. Cree Husband and wife of the County of Douglas and State of Kansas, parties of the first part, and THE MERRIAM MORTGAGE COMPANY, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of THIRTEEN HUNDRED DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

the West half of the Southwest Quarter of Section Eleven (11), Township twelve (12), Range Seventeen (17), East of the Sixth principal Meridian, EXCEPT a tract in the Southwest Corner of said land described as follows:- Beginning Forty-two (42) Rods East of the Southwest Corner of the Southwest Quarter of said Section Eleven (11), thence West Forty-two (42) Rods, thence North Sixty-six (66) Rods, thence Southeasterly seventy-eight (78) Rods, to the place of beginning, the tract expected containing Eight and one-half (8½) Acres, More or less.

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 successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are 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 peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of THIRTEEN HUNDRED DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable on the first day of November, 1924, to the order of the said party of the second part with interest thereon at the rate of 6 per cent. per annum, payable semi-annually, on the first days of May and November in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at NATIONAL BANK OF COMMERCE, New York N.Y., or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent. interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of TWO HUNDRED DOLLARS, in insurance companies acceptable to the party of the second part, with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgages, clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in re-building.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien, or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent., in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect.

FIFTH. That the parties of the first part hereby agree to pay all taxes and assessments general or special, excepting only the Federal Income Tax, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part, therein, and while this Mortgage is held by a non-resident of the State of Kansas upon this Mortgage or the debt secured hereby; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of any

The following is endorsed on the original instrument:
The note secured by this mortgage has been paid in full, and this mortgage is hereby released and cancelled this 6 day

of Nov. 11, 1924. *Carrie L. Cree*

Recorded Dec. 11, 1924
Paul E. Shepley
Register of Deeds

Gov Assignment Sec Book 54 Page 651