## MORTGAGE .

This indenture, made this first day of March in the year of our Lord nineteen hundred and nineteen by and between John Wimmer and Mary E. Wimmer, husband and wife, of the County of Shawnee and State of Kansas, parties of the first part, and the Marriam Mortgage Company, party of the second part: Witnesseth, that the said parties of the first part, in consideration of the sum of eleven hundred Dollars, to them in hand paid, the receipt whereof is hereby acknow-ledged, do by these presents Grant, Bargain, sell and convey unto the said party of th 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 southeast quarter of the Northwest Quarter of section thirty-one (31), Township eleven (11). Range eighteen (16). Fast of the sixth Principal Meridian

Township eleven (11), Range eighteen (16), East of the sixth Principal Meridian

To have and to hold the same, with alland singular the hereditaments and appurt-enances 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 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 and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomscover. Provided, Always, and these presents are upon the following agreements, covenants and conditions, to wit: To have and to hold the same, with alland singular the hereditaments and appurt

Provided, Always, and these presents are upon the following agreements, covenances 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 Eleven 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 March 1926, to the order of the said party of the second part with interest thereon at the rate of six per cent. per annum, payable semi-annually, on the first days of March and Interest the second part in the terms of interest thereout attached; September in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing beyender 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 after 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 mortgagee 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 poli-ics 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 indebted-ness secured 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 pro-berty, 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 forelosure of this mortgage. In case of forelosure 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 indebted ness secured hereby, and the said party of the second part is entitled to the possession

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 assessed in the State of Kansas upon the said land, premises of property, or upon the interest of the party of the second part, therein, and while this mortgage is held by 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 pay-ment 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 inposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the frendering by any Court of competent jurisdiction of a decision that the undertaking by the parties of the first part as herein positions of a decision that the undertaking by Trändering by any Court of competent jurisdiction of a decision that the undertaking by the parties of the first part as herein provided, to pay any taxes or assessments is legally inoperative, then, and in any such event, the debt hereby secured, without deduction, shall, at the option of the party of the second part, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted. The parties of the first part further agree not to suffer or permit all or any part of the taxes of assessments to become or remain deliquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agree to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the proper authority, showing full payment of all such taxes and assessment.

Sixth. that the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the second part, its successors and assigns.

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