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This Indenture, Made this 24th day of May in the year of our Lord one thousand nine hundred nineteen, by and between E. H. Wickersham and Cma Wickersham, his wife, of the County of Douglas and State of Kansas, parties of the first part, and H. Weyermuller and Jack Kelsey, partners doing business under the firm name and style of Weyermuller and Kelsey parties of the second part.

Weyermuller and Kelsey parties of the second part, Witnesseth, that the said parties of the first part, for and in consideration of the sum of Seven hundred and fifty Dollars, to them in hand paid by the said parties 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 parties of the second part, and to their heirs and assigns, forever, all of the following-described tract, piece, or parcel of land, lying and situate in in Lawrence County of Douglas and State of Kansa, to wit:

Beginning at a point Thirty-five (35) feet South of the Northeast corner of Lot Number One Hundred Seventeen (117), New York Street, thence South Thirty (30) feet; thence West Sixty-seven.(67) feet; thence due North Sixty-five (65) feet; thence East seventeen (17) feet; thence South Thirty-five (35) feet; thence East Fifty (50) feet to the point of beginning, being parts of Lots Number One Hundred Seventeen (117) and Number One Hundred Nineteen (119), on New York Street.

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 parties of the second part, and to their heirs 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 and peaceable possession of said parties of the second part, their heirs 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 E. H. Wickersham and Oma Wickersham, his wife, are justly indebted

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 parties 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 and 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 7 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.

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. 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 One thousand Dollars; loss, if any, payable to the mortgagees or their assigns. And it is further agreed, that every such policy of insurance shall be held by the parties of the second part, or the legal 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 to said note, 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 parties 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 to 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.