

MORTGAGE.

This indenture, Made this first day of May in the year of our Lord one thousand nine hundred twenty, by and between Joseph Walter Moore, and Carrie Moore (his wife) of the County of Douglas and State of Kansas, parties of the first part, and Poyd P. Scott party of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Three Thousand Two Hundred Dollars, to them 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, and to his heirs and assigns, forever, all of the following-described tract, piece, or parcel of land, lying and situate in the County of Douglas and State of Kansas, to wit:

West half north west quarter, Section thirty three (33), Township eleven (11), Range eighteen (18), in the County of Douglas, State of Kansas.

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 his heirs and assigns forever, And the said parties of the first part do hereby covenant and agree, that at the delivery hereof Joseph Walter Moore and Carrie Moore 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, his 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 Joseph Walter Moore and Carrie Moore (his wife) are justly indebted unto the said party of the second part in the principal sum of Three Thousand two Hundred 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 Joseph Walter Moore and Carrie Moore (his wife) and payable according to the tenor and effect of a certain First Mortgage Real Estate Note, numbered One, executed and delivered by the said Joseph Walter Moore and Carrie Moore (his wife) bearing date May first 1920, and payable to the order of the said Poyd P. Scott Five years after date, at Lecompton State Bank, Lecompton Kansas, with interest thereon from date until maturity at the rate of six per cent. per annum, payable semi-annually, on the first days of February and August in each year, Coupon number 10 being due May first 1925, and eight per cent. per annum after maturity, the installments of interest being further evidenced by ten coupons attached to the said principal note, and of even date therewith, and payable to the order of said Poyd P. Scott at Lecompton State Bank, Lecompton Kansas.

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 of 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 eight 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 not less than two Thousand Dollars; loss, if any, payable to the mortgagee or his assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part, or the legal holder or 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 of 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 party 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.

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisal of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas.

For Assignment See Book 57 Page 609