

MORTGAGE.

This indenture, Made this 1st day of October in the year of our Lord one thousand nine hundred and twenty by and between C. B. Sims and Jean Sims husband and wife of the County of Douglas and State of Kansas, parties of the first part, and Charles E. Moore party of the second part;

Witnesseth, that the said parties of the first part, in consideration of the sum of One Thousand Five 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 his heirs and assigns, all of the following-described real estate, situate in the County of Douglas and State of Kansas, to wit:

West half of southeast quarter of section Ten (10) Township Fifteen (15), 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, 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 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 his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

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

First. That said parties of the first part are justly indebted to said the second party in the sum of One Thousand Five Hundred Dollars, according to the terms of a certain mortgage note numbered 1840 and of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the sum aforesaid, and payable to the order of said second party, with interest thereon, payable semi-annually on the first days of April and October 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 First National Bank, Eureka, Kansas, and all said notes bearing ten per cent interest after due.

Second. The parties of the first part agree to pay all taxes and assessments upon the said premises before they shall become delinquent, and that until the full payment of said debt they will keep the buildings which now or may hereafter be erected upon said premises insured in such insurance companies as the legal holder hereof may elect, to the amount of Fifteen Hundred Dollars, loss, if any, payable to this mortgagee or assigns, and deliver said policy or policies of insurance to this mortgagee as collateral security hereto; and said first parties agree that all insurance on said buildings shall, until said debt is paid, be made payable in like manner. The legal owner and holder hereof may, in case of loss, collect such insurance and apply it to said debt, or may deliver said policy or policies to the said parties of the first part and require the collection of same and application made of the proceeds as above mentioned. Said parties of the first part shall assume all responsibility of proofs, and care and expense of collecting said insurance; will keep all fences, buildings and other improvements on said real estate in as good repair as they are at the date hereof, and permit no waste of any kind on said premises.

Third. It is agreed by said first parties that the party of the second part, of assigns, may make any payment 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 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 such foreclosure, said real estate shall be sold without appraisal.

Fourth. In case of default of any of the covenants herein contained, the rents and profits of the said premises are pledged to the legal holder of holders hereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder is entitled to the possession of said property, by a receiver or otherwise, as he may elect.

Fifth. If such payments be made as are herein specified, this conveyance shall be void; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided therein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or in any other covenant herein contained, or in case any assessments or taxes shall be levied against the legal holder of said note under or by virtue of the laws of the State of Kansas, on account of this Mortgage or the said note secured thereby, then this conveyance shall become absolute and the whole of said principal shall immediately become due and payable, at the option of the party of the second part, or assigns; and in case of default of payment of any sum so covenanted to be paid for the period of thirty days after the same becomes due, the said first parties agree to pay to the said second party, its successors or assigns, interest at the rate of ten per cent per annum computed annually on said principal note from the date of default to the time when said principal and interest shall be fully paid.

In witness whereof, the said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

C. B. Sims, (Seal)
Jean Sims, (Seal)

Recorded April 27 1922

Edith M. Proctor, Public

Recorder of Deeds

John R. Proctor, Reg.

The following is endorsed with original mortgage.
The amount secured by this mortgage is paid in full with same
to hereby cancelled, this 22 day of April 1922.
Signed by Charles E. Moore

(Seal) For Assignments See Book 37 Page 613

THE FOLLOWING IS ENDORSED ON THE ORIGINAL MORTGAGE.
Received of James E. Proctor the sum of \$1000.00
16-
James E. Proctor, Reg.