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Mortgage, This indenture, Made this 15th day of December in the year of our Lord one thousand nine thundred twenty (1920) by and between Truman E. Flanders and Sada B. Flanders his of the County of Douglas and State of Kansas, party of the first part, and The wife. Trustees of Baker University party of the second part,

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Seven Hundred Dollars, to them in hand paid by the said party of the second part bargain and Sold, and by the receipt whereof is hereby acknowledged, have granted, these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, and to their heirs and assigns, forever, all of the following-des-cribed tract, piece, or parcel of land, lying and situate in Baldwin City County of Douglas and State of Kansas, to wit:

The South Half of Lots Numbered 122, 124, and 126 on Indiana Street Baldwin City, County and State aforesaid.

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 their heirs and assigns, forever. And the said parties of the first part does 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 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 Truman E. Flanders and Sada E. Flanders his wife are justly indebted unto the said party of the second part in the principal sum of Seven 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 Truman E. Flanders & Sada E. Flanders his wife, and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered 3 executed and delivered by the said Truman E. Flanders to the Trustees of Baker University bearing date December 15, 1920, and payable to the order of the said The Trustees of Baker University Ond January 1st, 1926 after date, at the office of the Treasurer of Baker University Baldwin City, Ks. with interest thereon from date until maturity at the rate of 7 per cent. per annum payable on the first days of July and January in each year, and 10 per cent. per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of said The Trustees of Baker University at the office of the Treasurer of Baker University, Baldwin City, Ks.

Second, Said parties of the first part hereby agrees 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 10 per cent. per annum. But whether the legal holder of 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 agrees 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 Twenty Three Mundred Dollars, loss if any, payable to the mortgagee or their 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 percons or persons so holding any such policy of insurance shall have the right to collect and receive any and althoneys which may at any time become payable and receivable thereon, and apply the size, when received, to the payment of said note, together with the costs and expenses incurred in collecting daid insurance; or may elect to have buildings repaired, or new buildings erected on 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 party of the first part, and require the collection of the same, and payment made of the proceeds as part, and require the last above mentioned.

Fifth. Said parties of the first part hereby agrees that if the maker 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, does hereby express ly waive an appraisement of said real estate, and all benefit of the homestead, exemption and stay laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

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