## MORTGAGE RECORD

ers State and Savings Bank, a

m all and singular the cover st part, otherwise to remain ipal sum and interest above and paid by the said party rt may make any payments y sums so paid shall become nt in any suit to foreclose

or special, which may be uildings in good repair and it, its successors or assigns, ure to do so, the said party the amounts paid therefore, I in the same manner as the

any installment of interest, nuance of such defaults, the lue and payable, and thereassigns, shall be entitled to f said premises, which are and may proceed to forether and not in parcels.

ie in and for said County

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ck....P.M. ....., Register of Deeds. ......, Deputy. .

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They !	
	This Indenture, Made this fourth day of Schwary A. D. 19h2 between SQ. Ellert, and house Ellert, michard and rich
	gourn, and pourse cellist suchand and rafe
the original instrument: merigue has been paid in ful, and this merilet the and the an	of the County of Norrelace and State of Manas, located at Lawrence, Dourds County, Kanza putted in the Farmers State and Savings Bank, a
and	corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, part 442. of the first part, and The Farmers State and Savings Bank, a WITNESSETH The she will be the state of Kansas and Savings Bank, a
E	the state of the said part as of the first part in consideration of the
E K	in hand paid, the receipt thereof is hereby acknowledged, dohereby grant, bargain, sell and convey unto the said party of the second part, its successors and aviews.
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s he	County Manada
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1925 G. Q. 1925	
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The following is entired on the original instrument: The start are and by the margage has been pair we have a beauted and margage that have pair we have a start of the start	
a in the	
	TO HAVE AND TO HOLD the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and
10	of the second party of the second part, its successors or assigns forever; and the said part ital of the first part
ÉF 10	hereby covenant
murthe of d	whomseter,
ol ol	PROVIDED, HOWEVER, That if the said partial of the first part, shall pay or cause to be paid to the said party of the second part, its successors or
Se l	assigns the principal sum of
- 4	on the process and ay of
	payable semi-annually on the tourth days of Petruary and August in the
Pa la	together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal
	sum after the same becomes due or payable, according to the tenor and effect of a certain promissory note, and
	Dank of said company, in Lawrence, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents
1.3	a just indebtedness and an actual loan from the party of the second part to the part in the first part; and shall perform all and singular the cover-
N B B	nants herein contained; then this mortgage to be void, and to be released at the expense of the said part_ataof the first part, otherwise to remain in full force and effect.
VICELULAU Wenter of Deeds	And the said part. 20of the first part dohereby covenant and agree to pay, or cause to be paid, the principal sum and interest above
122	specified, in manner aforesaid, together with all costs and expenses of collections, if any there shall be, and any costs, incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments
- 33	necessary to remove or extinguish any prior or outstanding titles lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become
Ret	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 to foreclose this mortgage.
De	And the said part. A. S
700	assessed upon said land, premises or property: Also to abstain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$.1.E.O.0.0.00in insurance companies acceptable to the said party of the second part, its successors or assigns,
Q	and to assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party
1	of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefore, with interest theron from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part of, and in the same manner as the
Recorded	principal sum hereby secured.
9	And the said part. 12.0of the first part dofurther covenant and agree that in case of default in payment of any installment of interests
E II	or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such defaults, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and there-
	upon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to
	the immediate possession of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to fore
	close this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.
	IN WITNESS WHEREOF, The said part in and the first part hased much bereatto set in the said part in the day and year first above written.
	S. O. Solist
	Smille Collist
	STATE OF KANSAS,
	STATE OF KANSAS, County of MOTLASAA
	On this
	and State, personally appeared 3.9. & ellioit - Torulla Ellivit
	to me known to be the same personnamed in and who executed the foregoing instrument, and acknowledged thatexecuted the
	same as
	(2:8.)
	My Commission expires QCC
	Filed for Revord on the 22 rid day of 3 ely A. D. 1955 at 3 25 o'clock P. M.
	Esters Postland Compared
	Lines Buck rink

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