

MORTGAGE.

This indenture, made this 15th day of September in the year of our Lord one thousand nine hundred and twenty one by and between George P. Victor and Daisy M. Victor (his wife) of the County of Douglas and State of Kansas, parties of the first part, and The State Savings Bank, Topeka, Kansas, a corporation, party of the second part;

Witnesseth, that the said parties of the first part, for and in consideration of the sum of seventeen hundred fifty Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargain, sell, convey and confirm unto said party of the second part, and to its successors and assigns, forever, all of the following-described real estate, lying and situated in the County of Douglas and State of Kansas, to wit:

Beginning at the south east corner of the northeast quarter of the southwest quarter of Section 5, Township 13, Range 20, thence west 70 rods, then North 80 rods, then east 35 rods, thence south 24 rods, thence east 35 rods, thence South 56 rods to the place of beginning, containing 29.75 acres more or less, also commencing 20 rods West of the center of section 5, Township 13, Range 20; thence south 24 rods, then west 15 rods, thence north 24 rods, thence east 15 rods to place of beginning, containing 2.25 acres more or less.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and all rights of homestead exemption, and every contingent right or estate therein, unto the said party of the second part, and to its successors 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 infeasible 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, its successors and assigns, forever, against the lawful claims of all persons whomsoever; the intention being to convey an absolute title in fee to said premises.

Provided, always, and this instrument is made, executed and delivered upon the following conditions, to wit:

First. Said grantors are justly indebted unto the said party of the second part in the principal sum of seventeen hundred fifty 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 grantor and payable according to the tenor and effect of their certain Second Mortgage Real Estate Note No. 3086 executed and delivered by the said grantors bearing date Sept 15, 1921 payable to the order of The State Savings Bank, Topeka, Kansas, in installments as follows: \$250. July 1, 1922 and \$250 semi annually thereafter, and \$250 July 1st, 1925, after date, at its office in Topeka, Kansas, with interest thereon from date until maturity at the rate seven and one half per cent per annum, payable semi-annually, on the first day of January and July in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by eight coupons attached to said principal note, and of even date therewith, and payable to the order of said The State Savings Bank, Topeka, Kansas, at its office in Topeka, Kansas.

Second. Said first parties agree that in addition to securing the other sums mentioned herein, that this mortgage shall also stand as security for any and all additional sums up to five hundred dollars that may be loaned or advanced to first parties by second part; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same specified causes, be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure.

Third. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises continually insured against fire to the amount of Three thousand Dollars, and against tornado to the amount of Three Thousand Dollars, and against tornado to the amount of Three thousand Dollars in Insurance Companies acceptable to, and with policies payable to, and with policies payable to, said second party; to procure, assign and immediately deliver to said second party, with satisfactory mortgage clauses, such insurance policies and to pay all insurance premiums when due. In case of loss second party may collect the insurance moneys or may require first parties to make such collection. The insurance moneys shall be applied either on the indebtedness hereby secured or in rebuilding, as the second party may elect. Should a renewal policy not be delivered to second party immediately upon expiration of the former policy, said second party may insure the property.

Fourth. Said parties of the first part agree to pay immediately when due, and before penalty for non-payment attaches thereto, all taxes and assessments, general or special, which may be assessed or levied in the State of Kansas, under any law now existing or hereinafter enacted, upon the said land, premises or property, or upon the interest of the interest of the holder of this mortgage therein, whether such holder be a resident or a non-resident of the State of Kansas. Upon the violation of the foregoing undertaking in any particular, or upon the passage by the State of Kansas of any law imposing payment of the whole or any portion of the aforesaid taxes upon the party of the second part herein or any subsequent holder of this mortgage, whether a resident or a non-resident of the State of Kansas, or upon the rendering by any court of competent jurisdiction of a decision that an undertaking to pay such taxes or any of them, or any similar undertaking in whole or in part is legally inoperative or void, then and in any such event, the debt hereby secured without reduction, shall, at the option of the party of the second part, and without notice become immediately matured, due and collectible notwithstanding anything contained in this mortgage or any law hereinafter enacted. The parties of the first part further agree to

The Amount Secured by this Mortgage has been paid in full, and the same is hereby cancelled this 15th day of January 1925.
The State Savings Bank Topeka Kansas
By Wm Mac Ferguson President
Copy Seal

This document was written and signed as a mortgage and is subject to the provisions of the law of the State of Kansas.

Witness my hand and seal this 15th day of January 1925.

Notary Public for the State of Kansas.

My commission expires this 15th day of January 1925.

Notary Public for the State of Kansas.

My commission expires this 15th day of January 1925.