

MORTGAGE.

This Indenture Made this 17th day of February in the Year of our Lord One Thousand Nine Hundred and Twenty-two by and between A. J. Osborn and Martha C. Osborn, his wife, of Douglas County, State of Kansas first party, and The New England Securities Company, a corporation organized and existing under the laws of the State of Kansas, second party, Witnesseth; that said first party, in consideration of Four Thousand and no/100 dollars the receipt of which by said first party is hereby acknowledged, does by these presents Grant, Bargain, Sell, and convey unto the said The New England Securities Company, its successors and assigns, forever, the following described real estate, situated in Douglas County, State of Kansas, to wit:

The Northwest quarter. Also 22 acres in the Northeast corner of the Southwest quarter described as follows; Beginning at the Northeast corner of said Southwest quarter; thence West 12.17 chains; thence South to Wakarusa Creek; thence Easterly with Creek to half section line; thence North to beginning; all in Section eleven (11), Township thirteen (13) South, Range eighteen (18) East of the sixth principal meridian, containing 182 acres, more or less as shown by the United States Government Survey.

To have and to hold the same, with all the hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever.

And the said first party hereby covenants and agrees to and with the second party, its successors and assigns, that at the delivery of these presents they are lawfully seized in their own right of an indefeasible estate in fee simple absolute in the above described premises, and all the appurtenances thereto; that the same are free and clear of and from all former and other grants, estates and encumbrances of every kind and nature; and that they will forever warrant and defend the title to said premises and the possession thereof unto said second party, its successors and assigns, against the lawful claims of all persons whomsoever.

These Presents, However are made upon the following express conditions: Whereas, said A. J. Osborn and Martha C. Osborn have this day made and delivered to the said The New England Securities Company their certain Bond or Promissory Note for the sum of Four Thousand and no/100 Dollars payable on the first day of March A.D. 1929 and bearing interest at the rate of seven per centum per annum, payable annually and evidenced by seven Coupons attached thereto. The said Bond and Coupons payable at the office of the said Second Party in Kansas City, Missouri, and each bearing interest after maturity at the rate of ten per centum per annum.

The said first party, however, reserving herein the right to pay One hundred dollars or Multiple thereof, over than amount upon said bond or note, or the full amount thereof, on the day any of said coupons mature on or after March 1st, 1925 provided thirty days' notice in writing is given to said second party that such payment will be made; and provided further, that in case such partial payments are so made no sum less than two hundred dollars of said bond shall at any time remain unpaid the making of such partial payments operating to reduce the amount of the coupons maturing thereafter proportionately to the amount said bond is reduced.

And whereas, it is herein agreed particularly as follows;

The said first party shall not suffer waste, nor permit the buildings, fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay before the same become delinquent, all taxes and assessments upon said premises, general or special, now existing or that may hereafter be levied, or chargeable against said indebtedness, or against this instrument by or within the State of Kansas and shall keep the buildings on said premises insured in a company, or companies, acceptable to said second party in the sum of at least Twelve hundred and no/100 Dollars, and shall deliver to said second party the policy or policies thereof, and all renewals thereof and all concurrent policies now in force, or hereafter issued thereon, and shall when requested, surrender to said second party any policy or policies covering any of the buildings upon said premises. In case the title to said premises is transferred, making an assignment of such policies of insurance to the purchaser necessary, the said ^{second} party is hereby authorized to make such assignment thereof, as the agent or attorney of the party of the first part, their heirs or assigns.

In case of failure of said first party to perform any of these agreements, the said second party or its endorsees or assigns may pay off and procure release of any such statutory lien claims, may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said first party all amounts so paid, and interest thereon at the rate of ten per centum per annum from the date of such payment, and this Mortgage shall stand as security for all such sums. Should any tax be imposed on this Mortgage or on the indebtedness secured hereby, by or within the state of Kansas, then at the option of the lawful holder of said indebtedness, the whole principal, with interest then accrued, and other sums secured hereby, shall at once become due and payable, and the holder may proceed to collect the same by foreclosure of this Mortgage, or otherwise, as such holder may elect.

Now therefore, if the amount of said bond and coupons be paid when due, and all the covenants and agreements of the first party contained herein be faithfully kept and performed then these presents shall be null and void and this Mortgage shall be released at the expense of the party making such payment. If, however, the said first party fails to pay any part of the amount of said bond or coupons within twenty days after the same becomes due, or fails to keep and perform any of the covenants and agreements made by them therein, or fails to make any partial payment upon said bond after giving notice that such payment will be made, then it is expressly understood and agreed that the whole sum of money secured hereby shall become due and collectible at once, at the option of the holder of said indebtedness, or any portion thereof, and this mortgage may thereupon be foreclosed; and in such event it is expressly agreed that the whole amount of said bond shall bear interest from the date thereof at the rate of ten per centum per annum, and the holder thereof may recover the whole amount of said bond with such interest thereon, less the amount of such coupons

You Assignment See Book 70 Page 557.

ATTEST:

John E. Connelley
Recorder of Deeds

W. F. Smith
Witness my hand this 15th day of Feb. 1922

W. F. Smith