

MORTGAGE.

This Indenture, made this 15th day of July in the year of our Lord one thousand nine hundred and twenty two by and between Marguerite M. Sloan and Eben W. Sloan (her husband) of the County of Jackson and State of Missouri, parties of the first part, and THE STATE SAVINGS BANK, Topeka, Kansas; a Corporation, party of the second part:

Witnesseth, That said parties of the first part, for and in consideration of the sum of Five-thousand.....Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, 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:

The Southeast fractional quarter of section number one (1), and the Northeast quarter of section number twelve (12), all in township twelve (12), range eighteen (18), except the right of way of the A.T. and S.F. Railroad Company.

TO HAVE AND TO HOLD THE SAME, With all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead exemption, and very 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 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, 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 Five thousand 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 grantors and payable according to the tenor and effect of their certain First Mortgage Real Estate Note...No. 3179...executed and delivered by the said grantors bearing date July 15 1922, payable to the order of THE STATE SAVINGS BANK, Topeka, Kansas, in installments as follows:

\$500.00 July 1, 1923 and \$500.00... annually thereafter, and \$3000.00 July 1, 1927 after date, at its office in Topeka, Kansas, with interest thereon from date until maturity at the rate of seven and one half per cent per annum payable semi-annually, on the first days of January and July in each year, and ten 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 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 party; 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 all 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 Fifty five hundred...Dollars, and against tornado to the amount of Fifty five hundred..... Dollars, in Insurance Companies acceptable to, and with policies payable to, said second party; to procure, assign and immediately deliver to said second party, with satisfactory mortgages 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 nonpayment 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 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 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

J. JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that this instrument was duly recorded in the office of the Clerk of said Court, and that the same is duly recorded in Journal 244, page 442, on the 16th day of July, 1922.

Witness my hand this 25th day of July, 1922.

ATTEST:
N. H. Callahan
Clerk District Court

Register of Deeds