KANSAS REAL ESTATE MORTGAGE.

450

In Consideration of Five Hundred Forty Eight & 91/100Dollars Bernie W. Skaggs and Rachel Skaggs, husband and wife of Douglas County, State of Kansas mortgagors, hereby grant, bargain, sell convey and mortgage unto The Mulberry State Bank, Mulberry Kansas, mortgagee its successors or assigns, all of the following described real estate, situated in Douglas County, Kansas, to-wit:

All of our undivided interest in and to the west one hundred acres of N.W. Section nine (9), township fifteen (15), range eighteen (18). Subject to all mortgages now of record in Douglas County, Kansas against the above described real estate.

To gether with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, forever;

The mortgagors represent that they have fee simple title to sold land, free and clear of all leins and incumbrances and hereby warrent the title against all persons, waiving hereby all rights of homestead exemption.

THIS GRANT IS INTENDED AS A MORTGAGE, To secure the payment of the sum of Five Hundred forty eight & 91/100..... Dollars and payable according according to the tenor of one certain principal note, bearing even date herewith payable to the order of said mortgagee, with interest from date until default or maturity, at the the rate of β per cent per annum, payable semi-annually, and after default or maurity, at the rate of ten per cent. per annum, payable semi-annually both before and after maturity: both principal and interest being payable at the office of the its sussessors or assigns as follows: .

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If said mortgagors shall pay the aforesaid indebtedness, both principal and inter-est, according to the tenor of said note, as the same Shall mature and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void: otherwise in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Kansas, upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien, or upon the mortgage or the note or debt secured hereby; and further to pay any tax, asses ment or charge that may be levind, assessed against or required from the holder of ASSESSthe said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefits of the lein of this mortgage, or the collection of the said indebt-In case said mortgagors shall fail to pay any such taxes, assessments or ness. charges, then the holder of this mortgage and the note secured hereby may ray said taxes, assessments or charges, said mortgagors agree upon demand to repay the full amount of said advances, with interest at the rate of ten per cent. per annum from from date of such advancement, and this mortgage shall be further lien for the payment there of.

The mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are: to neither commit nor suffer waste: to maintain both fire and tornado insurance upon all buildings in a company satisfactory to the Dollars, mortgagee or assigns, in a sum not less than . _ _ _ payable in case of loss to mortgage or assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto mortgagee or assigns as soon as written, and by them retained until the payment of this obligation. And the mortgagors authorize the holder hereof to repair any waste, and take out policies of insurance fire, tornado or both, should mortgagors default in so doing, and to advance the money therefor, and to repay such advances with interest at the rate of ten per cent. per annum, mortgagors pledge themselves, and the lien of this mortgage shall extend thereto.

Non-compliance with any of the agreements made herein shall cause the whole debt secured hereby to mature at the option of the holder, and no demand for the fulfillment of the broken obligations or conditions, and no notice of election to consider the debt due shallbe necessary before instituting suit to collect the same and fore-Close this mortgage, the institution of such suit being all the notice required, Witness our hands this 15th day of July A.D. 1922.

Executed and delivered in the presence of

Bernie W.Skaggs Rachell Skargs

State of Kansas

jss County of Osage On this 15th day of July A.D. 1922, before me the undersigned, a Notary Public in and for said County and State, personally appeared Bernie w.Skaggs and Rachel Skaggs his wife to me known to be the identical persons