

## M O R T G A G E.

This Indenture, Made this 1st day of September, A.D. Nineteen Hundred and Twenty-two, by and between William H. Birtell and Maria M. Birtell, Husband and Wife, in the county of Douglas and state of Kansas, parties of the first part, and THE FARM MORTGAGE TRUST COMPANY, (incorporated under the laws of Kansas), located at Topeka Kansas, party of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of TWO THOUSAND and no/100.....DOLLARS to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby MORTGAGE and WARRANT to the said party of the second part and to its legal representatives and assigns forever, all the following described tract piece or parcel of land, lying and situated in the county of Douglas and state of Kansas, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$ ) Of The Southeast Quarter (SE $\frac{1}{4}$ ), And All That Part of The Southwest Quarter (SW $\frac{1}{4}$ ) Of The Southeast Quarter (SE $\frac{1}{4}$ ), Lying North of the Public Road, Of Section Thirty-six (36) In Township Eleven (11) South, Of Range Seventeen (17), East Of The 6th Principal Meridian, Containing Sixty-Eight (68) Acres, more or less, according to Government Survey,

to secure the payment of one certain first mortgage real estate note No. 6497-3 and coupons attached, executed and delivered by the said parties of the first part, bearing even date herewith, payable to the order of the said The Farm Mortgage Trust Company, at its office in Topeka, Kansas; said note being for TWO THOUSAND and no/100.....Dollars, for which amount said parties of the first part are justly indebted unto the said party of the second part being for a loan thereof, made by said party of the second part to the said parties of the first part.

Said parties of the first part hereby agree and covenant as follows:

First: To pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and all interest coupons, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may without notice declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the first party or parties and the second party may make any payments necessary to remove or extinguish any prior outstanding title, lien or incumbrance on the premises hereby conveyed, and the amounts so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per centum per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and in case of foreclosure the judgment shall provide that the whole of said premises be sold together and not in parcels.

Second. To keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Third. To procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage to the amount of ONE THOUSAND and no/100.....Dollars fire and lightning, and to the amount of ONE THOUSAND and no/100.....Dollars tornado, to which policies shall be attached mortgage clauses satisfactory to second party; and it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable, and receivable thereon, and apply the same when received, to the payment of said note or notes, less the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fourth. That if default occur in the performance of any covenant or condition contained in this mortgage or in the note or coupons secured hereby, the whole sum of money hereby secured shall at the option of the legal holder or holders hereof become due and payable at once, without notice, and shall bear interest at the rate of ten per centum per annum payable semi-annually from date of first default, and no failure on the part of the second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present or future default hereunder.

Fifth: To pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the State of Kansas upon the said land premises or property, or upon the interest of the party of the second part, therein, and while this mortgage is held by a non-resident of the State of Kansas upon this

*Referred - Oct - 29 - 1922*  
*Assignments of this Mortgage - See page 536, Book 62*  
*The Payment of this mortgage for said land in full, and the same is hereby cancelled. This 1st day of September 1922.*  
*Wm. H. Birtell & Maria M. Birtell*  
*By J. D. Cline, Attorney*  
*By J. D. Cline, Secretary*