

Reg. Sec. #3

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MORTGAGE.

This Mortgage, Made this 4th day of December A.D. 1922, by and between Henry Carson and Mae Carson his wife, of the County of Douglas and State of Kansas, parties of the first part, and The Davis-Wellcome Mortgage Company, a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the city of Topeka, and State of Kansas, party of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do- by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all the following- described real estate, situated in the County of Douglas, and State of Kansas, to wit:

The South Half (S $\frac{1}{2}$) of the Southeast Quarter

(SE $\frac{1}{4}$) of Section Twenty Two (22), Township

Thirteen (13) South of Range Twenty (20),

East of the Sixth Principal Meridian, containing Eighty (80) acres, more or less.

To Have and TO Hold the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, 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 the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

First. That the parties of the first part are justly indebted to the party of the second part in the sum of Three Thousand Dollars, according to the terms of one certain mortgage note of even date herewith, executed by the said parties of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part, with interest thereon at the rate of 6 $\frac{1}{2}$ per cent per annum, payable on the 15th days of June and December in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at National Bank of Commerce, New York, N.Y. or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent interest after maturity.

Second. That the parties of the first part agree to keep all fences, buildings and improvements on the 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 unceasingly insured to the amount of Six Hundred Dollars, in insurance companies acceptable to the party of the second part, with policies payable to it in case of loss, to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection, at the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

Third. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above-described real estate, and be secured by this mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

Fourth. That in case of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise as it may elect.

Fifth. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, which may be assessed in the State of Kansas upon the said premises or upon the interest of the party of the second part therein, and if at any time any law, either state or federal, should be passed making any change in the tax laws now existing by which any additional or increased tax is sought to be imposed directly or indirectly upon the holder of this mortgage, the debt hereby secured shall, at the option of the party of the second part, become immediately due and collectible notwithstanding anything contained in this mortgage or any law hereafter enacted. The parties of the first part further agree not to permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof or any interest therein to be sold for taxes.

Sixth. That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

For Release See Cont. 77-Page 48.

For Assignment See Cont. 62-Page 613.