

Satisfaction of Mortgage

Know All Men by These Presents, That Alice M. Moffatt, wife of James Edward Brazil, of Douglas County, Kansas, for and in consideration of the sum of \$2,000.00, to her by the foregoing mortgage secured, and attested by the Notary of Douglas County, Kansas, at the County Clerk's office, on this 1st day of November A.D. 1926, I have hereunto set my hand and the seal of said County.

Alice M. Moffatt

Second, Said party of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereafter specified; 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 the amount 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 10 per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessment 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 shall be entitled to immediate possession of the premises and the rents issues and profits thereof.

Third, Said party of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good 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.

Fourth, Said party of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in ~~the~~ some responsible company, to the satisfaction of the legal holders of this mortgage to the amount of Two Thousand (\$2000.00) Dollars, loss, if any, payable to the mortgagee or his assigns. 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 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, together with 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 party of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.

Fifth, Said party of the first part hereby agree that if the maker of said note shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, 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.

The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

Sixth, In case of default of payment of any sum herein covenanted to be paid for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said party agree to pay to the said second party and his assigns, interest at the rate of 10 per cent. per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent. per annum.

In Testimony whereof, The said party of the first part have hereunto subscribed name and affixed seal on the day and year above mentioned.

Executed and delivered in presence of

James Edward Brazil (SEAL)  
Arbel Brazil (SEAL)

State of Kansas, Douglas County, SS:

Be It Remembered, That on this 4th day of January A.D. nineteen hundred and twenty three, before me the undersigned, a Notary Public in and for said County and State, came James Edward Brazil and Arbel Brazil, his wife who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

P. J. Sweeney Jr.  
Douglas County, Kansas.  
(L.S.) Notary Public.

My commission expires March 22, 1926.

Recorded January 4th, 1923.  
At 2:25 o'clock P.M.

Estell N. Dwyer  
Register of Deeds

E. Babbitt  
Deputy.

This Release was written on the original Mortgage and this Release was entered on the original Mortgage.

Notary Public

Tomball, Dec. 28, 1921