NODWONGE

This Mortgage, made the 1st day of January, A.D. 1923, Petween E.P. Johnston and Leons Johnston, his wife, of the City of Lawrence in the County of Douglas, and State of Kansas, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, abody corporate, existing under and by virtue of the laws of New Jersey, and having its office in the City of Newark and State of New Jersey, party of the second part, WITHESSETH: That whereas the said parties of the first part are justly indebted

to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, for money torrowed in the sum of Three Thousand DOLLARS, to secure the payment of which they have executed one promissory note, of even date herewith, for Three Thousand DOLLARS, payable on or before the first dayof January, 1926, with interest from date at the rate of six per centum per annum, psyable monthly; being an installment note by the terms of which the said parties of the first part agree to pay THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, or order, monthly on the first day of each month, until the date of maturity of said note, the sum of Fifteen DOLLARS, to applied on the principal of said note, with interest payable at the same time as each instalment of principal at the rate of six per centum per annum on the balances of principal said note remaining unpaid on the said first day of each month, and pay the unpaid principal of said note on the date of maturity thereof.

Said note executed by the soid parties of the first part, and bears interest after maturity at the rate of ten per cent.per annum, payable annually, until paid, and is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, at its Home Office, in the City of Newark, New Jersey.

Now, therefore, this Indenture Witnesseth: That the said parties of the first part in consideration of the premises, and for the purpose of securing the payament of the money aforesaid and interest thereon according to the tenor and affect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and egreements herein contained, ao by these presents, mortgage and warrant unto the said party, of the second part, its successers and assigns forever, all the following described lands and premises, situated and being in the City of Lewrence in the County of Douglas, and State of Kanses, to-wit: Lot Three (3), Block Two (2) University Flace, in addition to the City of

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And the said parties of the first part expressly agree to pay all instalments of principal and interest of said note promptly as they become due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part or as. igns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the said parties of the first part will yay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in same solvent incorporate insurance company or companies approved by the said party of the second part for a sum satisfactory to and for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein or assigns, as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of any instalment of principal of said note or any instalment, thereon, or any part thereof whendue; or if the taxes on said premi-ases are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this morugage or the holder thereof, and insurance premiums as herebofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party of assis is, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any Bubsequent defaults or defaults of said first parties in payments us aforesaid; and it shall not be necessary for said party of the second part or assigns to be given. Written notice of its or their intention to exercise said option at any time or times

Such notice being hereby expressly waived by said parties of the first parties It is further provided that said party of the second part or assigns may at their option pay Baid taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money sa paid, with interest thereon at the rate of ten per cent.per annum from the date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogited to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the parts of the second part, or assigns, may pay and discharge any liens that may exist egainst above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear erest at the rate of ten per cent.per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled