

I, JOHN GALLAGHER, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a duplicate of the foregoing instrument was made by said District Court, on the 4<sup>th</sup> day of June, 1935, and that the same is duly recorded in Journal Book 183, 2<sup>d</sup> at page 611.

Witness my hand this 14 day of June, 1935.

John Gallagher,  
Clerk District Court

#### KANSAS REAL ESTATE FIRST MORTGAGE.

THIS INDENTURE, Made March 6, 1935 by and between Murray E. Price and Hulda Price, his wife of the County of Douglas State of Kansas, parties of the first part, and the BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, party the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Thousand (\$5000.00) Dollars, paid by the Party of the second part, the receipt where is hereby acknowledged, do hereby Sell and Convey unto the said second party, its successors or assigns, the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

The South half of the Northeast Quarter and the East half of the Northwest quarter of Section Twenty-four (24) in Township Fourteen (14) South Range Nineteen (19) East of the Sixth Principal Meridian, containing in all One Hundred Sixty acres, according to Government Survey.

TO HAVE AND TO HOLD said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors or assigns, forever. The said parties of the first part covenants with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interest in said premises, the intention being to convey an absolute title to said premises in fee simple.

PROVIDED ALWAYS, And this instrument is executed and delivered upon the following conditions:

FIRST, That the said parties of the first part shall pay or cause to be paid to the party of the second part, its successors or assigns, Five Thousand (\$5000.00) Dollars on the first day of April 1935 with interest thereon payable semi-annually, from April, 1923 according to the terms of one promissory bond or note with interest notes attached, signed by said parties of the first part, payable to the order of the Bankers Life Insurance Company of Nebraska, and bearing even date herewith.

SECOND, In consideration of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or notes hereby secured, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note contracted shall equal ten per cent on the principal of the debt hereby created and secured.

THIRD, Parties of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure, maintain and deliver to said second party, its successors or assigns, insurance policies on the buildings thereon, in companies to be approved by the second party, its successors or assigns, for not less than \$--Nonetheless payable to the second party, its successors or assigns as their interests may appear; and shall keep the buildings in good repair and condition.

FOURTH, It is understood and agreed that, if said insurance is not promptly effected or if the taxes or special assessments levied or assessed against said real or against said bond or notes hereby secured or the mortgage securing the same shall not be paid before delinquency, said second party, its successors or assigns (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum from the time of payment, shall be a lien against said premises and secured hereby.

FIFTH, It is further agreed that if default be made in the payment of any interest note or any portion thereof for the space of ten days after the same becomes due, or in the payment of taxes or special assessments levied or assessed under the laws of the State of Kansas against said real estate or against said bond or notes hereby secured or the mortgage securing the same before delinquency, or in case the parties of the first part fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained, time being of the essence of this contract, then this mortgage, and all sums of money secured hereby, less the interest for the unexpired time, shall, at the option of the second party, its successors or assigns, become at once due and payable, without further notice, and this mortgage may then be foreclosed and the mortgaged premises sold in one body. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgagee exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

SIXTH, And it is further agreed that if an action is commenced to foreclose this mortgage, the said second party, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgaged debt and said receiver's costs and expenses, and may discharge all duties of a receiver.

SEVENTH, And it is further agreed and declared that this mortgage, and the bond or note and coupons secured hereby, are made under, and are to be construed by the laws of the State of

ATTEST:

John Gallagher,  
Clerk District Court

This mortgage on this page recorded was  
cancelled by the District Court of Douglas County, Kansas, on June 7, 1935, and the same is duly recorded in Journal Book 183, 2<sup>d</sup> at page 611.

John Gallagher, Clerk District Court