

KANSAS REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edward P. Harris Jr. a widower, Bernice A. Anderson and Harry E.A. Anderson her husband and Corina F. Vausbinder and Charles H. Vausbinder her husband of the County of Douglas State of Kansas hereinafter designated as the party of the first part in consideration of the sum of Five Thousand Dollars in hand paid by Fidelity Savings Trust Company of Kansas City, in the County of Jackson State of Missouri, party of the second part, receipt of which is hereby acknowledged do hereby Mortgage and Warrant unto the said Fidelity Savings Trust Company the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirty one (31) in Township Eleven (11), South of Range Eighteen (18) East of the Sixth Principal Meridian Containing in all 160 acres more or less according to United States Government Survey.

TO HAVE AND TO HOLD the same with all the hereditaments and appurtenances thereto belonging to the said second party and to its successors and assigns forever.

THESE PRESENTS are made to secure the payment of one certain negotiable Bond or Promissory Note this day made executed and delivered by said Parties of the first part to the said Fidelity Savings Trust Company for the sum of Five Thousand Dollars payable on the first day of July A.D. 1933 and bearing interest at the rate of 5 $\frac{1}{2}$  per centum per annum from date payable semi-annually and evidenced by twenty coupons thereto.

The said bond and coupons are payable at the office of Fidelity Savings Trust Company Kansas City Missouri and each bears interest after maturity at the rate of ten per centum per annum.

The said party of the first part however reserves the right to pay one Hundred Dollars or any multiple thereof upon said bond or the full amount thereof on the day of any of said coupons mature provided thirty day's notice in writing is given to said second party or its assigns that such payment will be made; and provided further, that in case such partial payments are so made no sum of less than five hundred Dollars of said bonds at any time remain unpaid, the making of such partial payments operating to reduce the amount of the coupons maturing thereafter proportionately to the amount said bond is reduced.

It is agreed particularly as follows The said party of the first part shall not suffer waste nor permit the buildings fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay, before the same become delinquent, all taxes and assessments upon said premises general or special, now existing or that may hereafter be levied or chargeable against said indebtedness or against this instrument by or within the State of Kansas and shall keep the buildings on said premises constantly insured for the benefit of said second party or its assigns in a company or companies acceptable to said second party or its assigns in the sum of at least ----- Dollars, and shall deliver to said second party or its assigns the policy or policies therefor, and all renewals thereon, and shall, when requested, surrender to the said second party or its assigns any policy or policies covering any of the buildings on said premises; in case the title to said premises is transferred making an assignment of such policies of insurance to the purchaser necessary the said second party or its assigns are hereby authorized to make such assignment thereof as the agents or attorneys of the party of the first, heirs or assigns.

ATTEST:

*Harold A. Beck*  
Register of Deeds

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a Judgment of Foreclosure was rendered in said County of Douglas, State of Kansas, on the 28th day of July, 1933, at 2:00 P.M., and that the same is duly recorded in Journal 39, at page 268, 183.

*John Callahan*  
Clerk of District Court