

MORTGAGE.

This Indenture, Made this 30th day of April A.D. Nineteen Hundred and Twenty-three by and between D.O. Millison, a single man in the county of Shawnee and state of Kansas, party of the first part, and The Farm Mortgage Trust Company, (incorporated under the laws of Kansas), located at Topeka, Kansas, party of the second part:

Witnesseth, that the said party of the first part, for and in consideration of the sum of Two Thousand Five Hundred and No/100 Dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged do hereby Mortgage and Warrant to the said party of the second part and to its legal representatives and assigns forever, all the following described tract piece or parcel of land, lying and situated in the county of Douglas and state of Kansas To-wit: The North Half ($N\frac{1}{2}$) of the Northwest quarter ($NW\frac{1}{4}$) of section Twenty-seven (27) Township Thirteen (13) South, of Range Nineteen (19) East of the 6th Principal Meridian containing 80 acres, more or less, according to Government Survey, to secure the payment of one certain first mortgage real estate note No. 7191-5 and coupons attached, executed and delivered by the said party of the first part, bearing even date herewith payable to the order of the said The Farm Mortgage Trust Company, at its office in Topeka, Kansas, said note being for-- Two Thousand Five Hundred and No/100 Dollars, for which amount said party of the first part is justly indebted unto the said party of the second part being for a loan thereof, made by said party of the second part to the said party of the first part.

Said party of the first part hereby agrees and covenants as follows: First: To pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and all interest coupons, 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 if suit shall be filed for the foreclosure of this mortgage to the date of filing such foreclosure suit, at the expense of the first party or parties and the second party may make any payments necessary to remove or extinguish any prior outstanding title, lien or incumbrance on the premises hereby conveyed, 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 ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments 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 in case of foreclosure the judgement shall provide that the whole of said premises be sold together and not in parcels. Second: To keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid: Third: To procure and main-

For Subrogation see Book 114 - Page 225.
" Assignment " " " 65 - " 281.

For Release see Book 75, Page 349.

For Assignment see Book 65 Page 54.