

## MORTGAGE.

THIS INDENTURE, Made the 15th day of October, A. D. 1923 between O. H. Stugard and Emma Stugard (husband and wife) of the County of Douglas and State of Kansas, parties of the first part, and The Prudential Trust Company, a corporation under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of FOUR THOUSAND & 00/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to wit: The East Half of the Southwest Quarter of Section Twenty-Five, (E $\frac{1}{2}$  SW $\frac{1}{4}$  25), The East Half of the Northwest Quarter of the Southwest Quarter of Section Twenty-Five, (E $\frac{1}{2}$  NW $\frac{1}{4}$  SW $\frac{1}{4}$  25); the East 12 acres of the Southwest Quarter of the Southwest Quarter of Section Twenty-Five, (E. 12 A. of S. W $\frac{1}{4}$  of SW $\frac{1}{4}$  of 25); The Southeast Quarter of the Northwest Quarter of Section Twenty-Five, (SE $\frac{1}{4}$  NW $\frac{1}{4}$  25), All of said real estate being in Township Thirteen (13), Range Eighteen (18) containing 150 $\frac{1}{2}$  acres more or less.

To have and to hold the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said Parties of the first part, hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons who may claim.

Provided, However, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of FOUR THOUSAND & 00/100 Dollars, on the first day of October, A. D., 1928, with interest thereon at the rate of 5 $\frac{1}{2}$  per cent. per annum, payable on the first day of April and October in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said O. H. Stugard and Emma Stugard, (husband and wife) and payable at the office of The Prudential Trust Company, in Topeka, Kansas; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said parties of the first part, otherwise to remain in full force and effect.

And the said parties of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said parties of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$1000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof.

And it is agreed by said first parties that the party of the second part, its successors or assigns, may make any payment necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent., in any suit for the foreclosure of this Mortgage. In case of such foreclosure, said real estate shall be sold without appraisalment.

And the said parties of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness whereof, the said parties of the first part have hereunto set their hands and the day and year first above written: O. H. Stugard.

Emma Stugard.

State of Kansas )

ss

County of Douglas)

On this 16 day of October A. D. 1923, before me, a Notary Public, in and for said County personally appeared O. H. Stugard and Emma Stugard, (husband and wife) to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my hand and official seal, the day and year last above written.

My commission expires June 24 1926

L. S.

C. B. Kosford

Notary Public.

RECORDED OCT 17 1923 ✓  
AT 3:27 o'clock P. M.

Joel P. Wellman

Register of Deeds.

Joe Wellman

Deputy.

(The following is endorsed on the original instrument in Book 58 page 582)

## ASSIGNMENT.

For value received, The within named mortgagee hereby sells, assigns, and transfers to The Fraternal Aid Union-- Its successors and assigns, the within mortgage, all rights thereunder, and the note and debt secured thereby.

Signed and executed this 13th day of October A.D. 1923.

Peoples State Bank.

By W. Bromelsick.

President.

(Corp Seal)

Recorded February 11 1928  
Joel P. Wellman  
Register of Deeds

Joel P. Wellman, Register of Deeds, Topeka, Kansas, do hereby certify that the foregoing instrument was duly acknowledged before me by the parties thereto, and that the same was duly recorded in Book 58 page 582 of the records of this office.