

MORTGAGE.

From
- E.J. Kettering & Verna V. Kettering.
To
- Charles Bohmaier & Alice Bohmaier.

This instrument was filed by record
on the 15th day of December A.D. 1923
At 9:45 A.M.

..... *Joel E. Wellman*
Register of Deeds
By *Joel Wellman*
Deputy.

This indenture made this 11th day of December in the year of our Lord one thousand nine hundred and twenty three by and between E.J. Kettering and Verna V. Kettering his wife of the county of Douglas and State of Kansas parties of the first part and Charles F. Bohmaier and Alice Bohmaier his wife parties of the second part,

Witnesseth, That the said parties of the first part for and in consideration of the sum of Three Thousand Four Hundred Dollars to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged have Granted, Bargained and Sold and by these presents do Grant Bargain Sell Convey and Confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described tract, piece, or parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit: The south one-half of the south west quarter of Section eight of Township twelve Range Eighteen containing Eighty acres more or less.

To Have and To Hold the same with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining and all rights of Homestead exemption unto the said parties of the second part and to their heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said parties of the second part their heirs and assigns forever against the lawful claims of all persons whomsoever.

Provided Always, And this instrument is made, executed and delivered upon the following conditions, to-wit: First

First. Said parties are justly indebted unto the said parties of the first part in the principal sum of Thirty Four Hundred Dollars, lawful money of the United States of America being for a loan thereof, made by the said parties of the second part to the said parties and payable according to the tenor and effect of a certain first mortgage real estate Note numbered one, executed and delivered by the said first parties bearing date Dec-11th 1923 and payable to the order of the said second parties seven years after date at with interest thereon from date until maturity at the rate of 7 per cent per annum payable semi-annually on the 11th days of June and Dec in each year and 7 per cent per annum after maturity,

Second. Said parties of the first part hereby agree 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 if not so paid the said parties 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 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 7 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 shall be entitled to immediate possession of the premises and the rents issues and profits thereof.

Third, Said parties of the first part hereby agree to keep all buildings, fences, and other improvements upon said premises in as good condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage to the amount of Four Thousand & no/100 Dollars, less, if any, payable to the mortgagee or their assigns. And is further agreed, that every such policy of insurance shall be held by the parties of the second part or the legal holder or holders of said note as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said parties of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said parties of the first part hereby agree that if the makers of said note shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

And the said parties of the first part, for said consideration do, hereby expressly waive an appraisement of said real estate, and all benefit of the Homestead Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

In Testimony Whereof, The said parties of the first part have hereunto subscribed their names on the day and year above mentioned.

E.J. Kettering.
Verna V. Kettering.

Executed and delivered in presence of-

State of Kansas, ss
Douglas County, ss

Be It Remembered, That on this 11th day of December A.D. nineteen Hundred twenty three before me, the undersigned a Notary Public in and for said county and State came E.J. Kettering and Verna V. Kettering his wife. Who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

J.W. Kreider.

Notary for Douglas County, Kansas.

L.S.

My Commission expires January 5, 1926

Reg. Fee \$1.51

150

Recorded June 19 - 1924

By E. J. Kettering

By Alice Bohmaier

By Charles Bohmaier

By Verna V. Kettering

By E. J. Kettering

By Alice Bohmaier

By Charles Bohmaier

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