

MORTGAGE.

This instrument was filed by record on the 17th day of Dec. A.D. 1923. At 10:30 A.M.

James E. McIlwain
Register of Deeds.

By *James E. McIlwain* Deputy.

From
- Otto Spitzli and Myra Spitzli
his wife.

To
- The Prudential Insurance Co.

This mortgage made the 11th day of December A.D. 1923. Between Otto Spitzli and Myra Spitzli his wife, of the county of Douglas and State of Kansas; parties of the first part and The Prudential Insurance Company of America, a body corporate existing under and by virtue of the laws of New Jersey and having its chief office in the City of Newark and State of New Jersey, party of the second part.

Witnesseth: That whereas the said parties of the first part are justly indebted to the said The Prudential Insurance Company of America for money borrowed in the sum of Fifty Five Hundred Dollars, to secure to payment of which they have executed one promissory note, of even date herewith payable on the 18th day of December A.D. 1930 being principal note, which note bears interest from December 18 1923 at the rate of five per cent per annum payable semi-annually.

Said note is executed by the said parties of the first part and both principal and interest bear interest after maturity at the rate of ten (10) per cent per annum payable annually until paid and is made payable to the order of said The Prudential Insurance Company of America, at its office in the city of Newark New Jersey.

Now Therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants conditions, stipulations and agreements herein contained, do by these presents mortgage and warrant unto the said party of the second part, its successors and assigns forever all the following described lands and premises situated and being in the county of Douglas, and State of Kansas, to-wit: The North half (N $\frac{1}{2}$) of the northwest (NW $\frac{1}{4}$) of Section Three (3) and beginning at the northwest corner of the northeast Quarter (NE $\frac{1}{4}$) of section Three (3), thence South Twenty One Hundred Eighty Six (2186) feet to a stone, thence east Two Hundred Fifty (250), to the center of Captains Creek, thence down the center of said creek to a point where it crosses the north line of said Northeast Quarter (NE $\frac{1}{4}$) of Section Three (3) thence West Thirteen Hundred Twenty (1320) feet to the place of beginning, all in Township Thirteen (13) South Range Twenty One (21) East of the Sixth Principal Meridian containing One Hundred Twenty Seven and One Half (127 $\frac{1}{2}$) Acres more or less.

And the said parties of the first part expressly agree to pay the said note and interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan or upon said party of the second part or assigns, on account on said loan either by the State of Kansas or by the County or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part for a sum satisfactory to the party of the second part or assigns for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein or assigns as collateral security for the debt hereby secured.

And is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest shall, at the option of said second party, or assigns, become due and payable and this mortgage may be foreclosed at any time after such default: but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payment as aforesaid; and it shall not be necessary for said party of the second part, or assigns to give written notice of its or their intention to exercise said option at any time or times such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned and the money so paid with interest thereon at the rate of ten (10) per cent per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part, or assigns, shall, at its or their option to be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part or assigns may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent per annum.

As additional and collateral security for the payment of said note the parties of the first part hereby assign to said party of the second part all the rights and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises this assignment to terminate and become void upon release of this mortgage. Provided However, that the said party of the second part or assigns shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights or benefits to the parties of the first part or assigns until notified by legal holder hereof to account for and to pay over the same to such legal holder.

In case of foreclosure said party of the second part or assigns shall be entitled to have a receiver appointed by the court who shall enter and take possession of the premises collect the rents and profits thereon and apply the same as the court may direct.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Otto Spitzli. (SEAL)
Myra Spitzli. (SEAL)

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