

MORTGAGE.

State of Kansas, Douglas County ss
This instrument was filed for record on the 17th day of Jan. A.D. 1924.
At 9:15 A.M.

Don C. McIlwain
Register of Deeds

By *Joe McIlwain* Deputy

From—E.F. Hyland. et al
To—Bd. Conf. M.E. Church.

This Indenture, Made this 15 day of January in the year of our Lord one thousand and nine hundred and twenty Four, by and between E.F. Hyland and Nellie Hyland his wife of the county of Douglas and State of Kansas, parties of the first part, and The Board of Conference Claimants of the Kansas Annual-Conference of the Methodist Episcopal Church party of the second part, for and in consideration of the sum of Thirty five Hundred no/100----- Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold and Conveyed, and by these presents, do Grant, Bargain, Sell and Convey, forever, all of the following described tracts, pieces or parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit: The South West quarter of the north East quarter and The South half of the North West Quarter and The North West quarter of the north west quarter All in Section number Three Township fifteen Range Nine-

And to Have and To Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and all rights of homestead exemption unto the said parties of the second part, and to its successors and assigns forever. And the said parties of the first part hereby covenant and agree, that the delivery hereof, they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its successors 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, Said E.F. Hyland and Nellie Hyland are justly indebted unto the said party of the second part in the principal sum of Thirty five hundred Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said E.F. Hyland and Nellie Hyland and payable according to the tenor and effect of one certain First Mortgage Real estate Note Numbered—executed and delivered by the said E.F. Hyland and Nellie Hyland bearing date Jan. 15, 1924 and payable to the order of the said Bd. Conf. Claimants of Kans. An. Conf. of M.E. Ch., five years—years after date at Baldwin Kansas with interest thereon from date until maturity at the rate of 6 1/2 per cent per annum, payable semi-annually on the 15 days of January and July in each year and 10 per cent per annum after maturity the installments of interest being further evidences by 10 coupons attached to—said principal note and of even date therewith and payable to the order of said Bd. of Conf. Claimants at Baldwin Kans.

Second, Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, 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—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 repair and 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—Dollars. Loss if any payable to the mortgagee or assigns. And it is further agreed that every policy of insurance shall be held by the party of the second part, or the legal holder or holders of this 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 party of the second part, or the legal holder or holders of said note, may deliver said policy to said party 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.F. Hyland.
Nellie Hyland.

Witnessed and delivered in presence of—

State of Kansas ss.
Douglas County.

Be It Remembered, That on this 15th day of January A.D. nineteen Hundred Twenty four before me a Notary Public in and for said county and State, came E.F. Hyland and Nellie Hyland, 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.

L.S.
My Commission expires May 15, 1927

W.M. Clark.
Notary Public Douglas County, Kansas

The following is a copy of the original instrument as recorded in the County of Douglas, State of Kansas, on the 17th day of January, A.D. 1924, at 9:15 A.M. The instrument is a mortgage deed, and is recorded in the County of Douglas, State of Kansas, in the Book of Records, page 102. The instrument is a mortgage deed, and is recorded in the County of Douglas, State of Kansas, in the Book of Records, page 102. The instrument is a mortgage deed, and is recorded in the County of Douglas, State of Kansas, in the Book of Records, page 102.