

MORTGAGE.

From William W. Winters et al.

To Davis Wellcome Mortgage Co.

State of Kansas, Douglas County, ss.
This instrument was filed for record on
the 23rd day of May, A.D. 1924, At 2:55 P.M.

Joe E. Wellman
Register of Deeds.

BY *Joe E. Wellman* Deputy.

This mortgage, Made this 16th day of May A.D. 1924, by and between William W. Winters and Lota Winters, his wife, and Artie D. Winters, a single man, of the county of Douglas and State of Kansas, parties of the first part, and The Davis Wellcome Mortgage Company, a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of Topeka, and State of Kansas, party of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty Five hundred Dollars, to them in hand paid, the receipt whereof, is hereby acknowledged do by these presents, Grant, Bargain Sell convey unto the said party of the second part, its successors and assigns, all of the following real estate situated in the county of Douglas and State of Kansas, to-wit:

Beginning at the southwest corner of the northeast Quarter (NE $\frac{1}{4}$) of section Twenty (20), thence East one hundred Seven and three fourths (107 $\frac{3}{4}$) rods, thence north forty eight (48) rods, thence West one hundred seven and Three-fourths (107 $\frac{3}{4}$) rods, thence south forty eight (48) rods to beginning, also the northeast Quarter (NE $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of section Twenty (20), all in Township Fourteen (14) south, Range Twenty (20) East of the sixth Principal Meridian, containing seventy two (72) Acres, more or less.

To Have and To Hold, the same with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are 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 party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, And these presents are upon the following agreements, covenants and conditions, to-wit:

First. That the parties of the first part are justly indebted to the party of the second part in the sum of Twenty Five Hundred Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part, with interest thereon at the rate of six per cent per annum, payable on the 25th days of November and May in each year, according to the terms of interest notes thereto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at National Bank of Commerce New York, N.Y., or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent interest after maturity.

Second. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of Eleven Hundred Fifty Dollars, in insurance companies acceptable to the party of the second part, with policies payable to it in case of loss, to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the first part may collect the insurance moneys or may deliver the policies to the said parties of the second part for collection. At the election of the said party of the second part, the insurance moneys shall be applied on the indebtedness secured hereby or in re-building.

Third. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises 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 any 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 foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

Fourth. That in case of default of any of the covenants herein contained the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect.

Fifth. That the parties of the first part agree to pay all taxes and assessments, general or special, which may be assessed in the State of Kansas upon the said premises or upon the interest of the party of the second part therein, and if at any time any law, either state or federal, should be passed making any change in the tax laws now existing by which additional or increased tax is sought to be imposed directly or indirectly upon the holder of this mortgage, the debt secured shall, at the option of the party of the second part, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted. The parties of the first part further agree not to permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof or any interest therein to be sold for taxes.

Sixth. That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

Seventh. As additional and collateral security for the payment of the said note the mortgagee hereby assign to said mortgagee, its successors and assigns 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 said party of the second part, its successors and 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 party of the first part or his assigns until notified by legal holder hereof to account for and to pay over the same to such legal holder.

Eighth. That if such payments be made as are herein specified, this conveyance shall be void, but if any note herein described, whether for principal or interest, or any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part; and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay to the said second party, interest at the rate of ten percent per annum, computed annually on said principal note, from the date of default to the

For Assignment See Book 65 Page 261
For Release See Book 74 Page 228