

assessments, dues and fines on said stock, to The said The Aetna Building and Loan Association, or its successors, and keep said premises insured against Fire and Tornado, and pay all taxes, rates, liens, charges and assessments upon or against said property, and keep the same in good repair, as herein provided, then this mortgage shall be void; otherwise to remain in full force and virtue in law. It is further agreed that if default shall be made in the payment of said sums of money, or any part thereof, as hereinbefore specified, or if the taxes, rates, insurance, liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the space of six months after the same are due and payable then the whole indebtedness, including the amount of all assessments, dues and fines on said stock, shall become due, and the said Grantee or its successors may proceed by foreclosure, or any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said premises and of said property. But the Board of Directors of said Association may, at their option, pay or cause to be paid, the taxes, charges, insurance, rates, liens and assessments so due and payable, and charge them against said Grantor or assigns, and the amount so paid shall be a lien on said mortgaged premises until the same be paid, and may be included in any judgment rendered in any proceeding to foreclose this Mortgage; but whether they elect to pay such taxes, insurance, charges, rates, liens and assessments, or not, it is distinctly understood that in all cases of delinquencies as above enumerated then in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisement waived.

Witness our hands this 18th day of September 1924.

G. E. McClanahan  
Katheryn McClanahan.

State of Kansas, Douglas County, ss;  
Be It Remembered That of this 18 day of Sept. A.D. 1924 personally appeared before the undersigned, a Notary Public in and for said County, G. E. McClanahan and Katheryn McClanahan, his wife, who are personally known to me to be the identical persons whose names are subscribed to the foregoing deeds Grantor's and acknowledged the same to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned.

Witness my hand and notarial seal, the day and year last above written.

J. W. Kreider,  
Notary Public.

L. S.  
My Commission expires:  
Jan. 8<sup>th</sup> 1926.

#### MORTGAGE.

From John B. Miller et al  
To Southwest Mortgage, Co.

State of Kansas, Douglas County, ss.  
This instrument was filed for record on the 24<sup>th</sup> day of September A.D. 1924 at 10:20 AM.

*John E. McElman*  
Register of Deeds.  
By *Joe McElman* Deputy.

#### FIRST MORTGAGE.

#### KNOW ALL MEN BY THESE PRESENTS:

That John B. Miller and Clarice Miller, his wife, of Douglas County State of Kansas, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to Southwest Mortgage Company, of Kansas City Missouri, party of the second part, hereinafter called the second party and to its successors and assigns, the following described real estate in Douglas County, Kansas, to-wit:

All that part of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of Section Thirteen (13) Township Thirteen (13) South of Range Twenty (20) East, of the 6th P.M. lying South of the Wakarusa River and West of the Little Wakarusa Creek described as follows;

Commencing at the Southeast corner of said Quarter Section, thence North on Section line to center of channel of Little Wakarusa creek, thence down its channel in the center thereof, to where it crosses the Section line, thence North on said Section line to center of Little Wakarusa creek, thence down its channel in the center thereof to the center of Wakarusa River, thence up the center of said Wakarusa River with its meanderings to its intersection with the section line between sections twelve and thirteen, thence West on said line to Northwest corner of said Northeast Quarter Section thence South 160 rods thence E. 160 rods to the starting point,

containing 136 acres, more or less, together with all the improvements thereon and the appurtenances thereunto belonging. This mortgage is given as security for the performance of the covenants and agreements herein and to secure to Southwest Mortgage Company, its successors and assigns, the payment of the sum of Sixty seven hundred and 100/100 Dollars with interest thereon, according to the terms of one certain promissory note executed and delivered by the first party due and payable according to the terms thereof with interest payable annually according to the terms of interest coupons thereto attached, all of said notes being of even date herewith, payable in lawful money of the United States of America, with exchange on the City of New York at the Southwest Trust Company, Kansas City, Missouri, and each bearing interest at the rate of ten per cent per annum after maturity until paid.

The first party hereby covenants and agrees: That they are lawfully seized in fee simple of the real estate hereby conveyed, and that they have good right to sell and convey the same as aforesaid; that the said real estate is free and clear of all encumbrances and that they and their heirs, executors and administrators will warrant and defend the same unto the said second party, its successors and assigns, against all lawful claims and demands:

That they will pay said note or notes hereby secured and interest thereon as the same shall become due and payable; To neither commit nor suffer waste; To pay all taxes and assessments levied upon said real estate, or upon the lien hereby created, by virtue of any law of the State of Kansas, to whomsoever assessed before same shall become delinquent;

To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado, to the amount of no--Dollars, for the benefit of the second party, its successors and assigns, in an insurance company acceptable to it, and to deliver the said insurance policies and renewal receipts to the said second party; and

Upon failure to comply with either of these conditions, covenants and agreements, it is agreed that the owner of this mortgage may pay the said taxes or assessments, or the cost of such insurance and the amount so paid shall bear interest at the rate of ten percent per annum from the date of payment and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon said real estate, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured.

That as additional and collateral security for the payment of the debt hereinbefore described, the first party hereby assigns to the second party, its successors and assigns, all right title and

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a full and correct copy of the foregoing instrument was filed for record in the office of the Register of Deeds of said County, on the 24<sup>th</sup> day of September, A.D. 1924, at 10:20 AM.

ATTEST:

*John E. McElman*  
Register of Deeds.

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