## MORTGAGE RECORD 67

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State of Kamas Douglas Co.ss; This instrument was filed for record on the 2" day of Jan. 1925 at 2:20 FM. Jac. E. Mullanan Reg. of Deeds. 7

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By- Joe Wellman Deputy

The Mutual Benefit Life Insurance Co.,

This Indenture Made the: 30th day of October A.D. 1924, between ---- Gale Henry Kerns and Ruth This Indenture Made the: 30th day of October A.D. 1924, between -----Oale Henry Kerns and Rut Kerns, husband and wife, of the County of Blaine, and State of Montane, Leland Clare Kerns and Lou Kerns, husband and wife, of the County of Buchanan and State of Missouri, Kate L. Kerns a widow, and Andrew Frank Kerns, a single man, of the County of Douglas and State of Kansas, party of the first part, and ---- The Mutual Benefit Life Insurance Company, a corporation under the laws of New Jersey located at Newark, Essex County, New Jersey, party of the second part, Witemeth, that the soid party of the first part, in consideration of the sum of ------

Firteen Hundred Dollars in hand paid the receipt whereof is hereby acknowledged do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns the following described real estate in the county of Douglas and State of Kansas to-wit:

The West half of the Southwest Quarter of Section Ten (10) in Township Fifteen (15) of Range Twenty (20) containing Eighty (30) acres

is additional and collateral security for the payment of the note hereinafter described and and all sums to become due under this mortgage said party of the first part hereby assign to said carty of the second part its successors and assigns, all the rents revenues royalties rights and benefits accr-It the second part is successis and anergeneral the renegrevenues or ownings ranks and coeffice acce-uing to said party of the first part under all oil and gas leases on said premises with the right to receive the same and apply them to said indebtdeness as well before as after default in the conditions hereofind said party of the second part is further authorized to execute and deliver to the holder of any such oil and eggs lease upon said premises a binding receipt for any payments made under the terms of said lease or leases and to demand, sue for and recover any such payments when due and deliquent; this

said lease or leases and to demand, sue for and recover any such payments when due and deliquent; this assignment to terminate and become null and void upon the release of this mortgage, -TO HAVE AND TO HOLD the same with the appurtenances thereto belonging or in anywise appertain ing, including any right of homestead and every contingent right or estate therein unto the said party of the second part its successors and assigns forever, the intention being to convey an absolute title in fee

to said premises. And the said party of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; the said premises are free and clear of all encumbrances and that they will warrant and defend the same against the lawful claims of ell persons whomsoever. PROVIDEN HOWEVER that if the said earty of the first part shall pay or cause to be paid, to the said party of the second part, its successors or nesigns, the principal sum of (\$1500.) Fifteen Hundred Dollars on the first day of November A D 1929 with the interest thereon at the rate of five per rate of ten per cent per annum on any installment of interest which shall NOt-have been paid when due, and on said principal sum after the same becomes due or pavable.according to the tener and effect of a rate of ten per cent per annum on any installment of interest which shall MOtyhave been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promiseory note, bearing even date herewith, executed by the said purty of the first part and payable at the office of The Mutual Benefit Life Insurance. Company, in Newark New Jersey; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect. And the said party of the first part is here the hereby coverant and agree to pay or cause to be paid the principal sum and interget above specified in manner aforesaid together with all costs and expenses of collection if any three be and of costs charges or attorney's fees incurred and pa-id by the said pa-rty of the second part, its successors or assigns in maintaining the legality and priority of this mort-carge.

and the

AND the said party of the first part do further covenant and agree until the debt hereby se-cured is fully satisfied, to pay all legal taxes and assessments levied under the lews of the State of K-aneas, on said premises, or or the lien created by this instrument, before any penalty for non-payment att-The Star aches thereto; also to abstain from the commission of waste on said premises, and keep the buildings the-

aches theretogles to abstin from the commission of waste on said premises, and keep the buildings the-reon in good repair and inpured in inpurance companies acceptable to the said party of the second part, its successors or assigns and assign and deliver to it or them all policies of insurance on said build-ings, and the renewals thereof, and in case of failure to do so the said party of the second part its successors or assigns any pay such taxes and assessments make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon from the date of payment at the rate of ten per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured. And the said party of the first part do further covenant and agree that in case of default in escond part, its successors or assigns, may, without notice, declare the entite det hereby secured immediately due and payable, and thereupon, or in case of default in payment of said party do the second part, its successors or assigns, faul the said party is the second part, its successors or assigns, may, without notice, declare the entite det hereby secured immediately due and payable, and thereupon, or in case of default in payment of said porties or the second part, its successors or assigns, said the mortgage; and in case of foreclosure, the possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be goald together and not in parcels. In Witness Whereof, the said party of the said party of the said party of the said party is that and any partice at the whole of said premises be said to gether and not in parcels. year first above written.

Gale Henry Kerns Ruth Kerns

L. S.

Kate L. Kerns Andrew Frank Kerns Leland Clare Kerns Lou Kerns.

State of Kansas County of Douglas ,ss; On This 10 day of <sup>10</sup>ec. A.D-1924 before me, a Notary Public, in and for said County person ally appeared Kate L.Kerns, a widow, Andrew Frank Kerns, a single man, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as t

their voluntary act and dee. Witness my hend and official seal, the day and year last above written. Wy Commission expires May 15,1927. W.M.Clark.

Notary Public.

State of Missouri, County of Buchanan ,ss;

On this 31st day of October A.D. 1924, before me a Notary Public, in and for said County a