

# MORTGAGE RECORD 67

9

-The State of Kansas }  
Franklin County. } ss.

Be it Remembered, That on this 5th day of January 1925 before the undersigned, a Notary Public in and for said county personally appeared John Leo Dyer and Nettie M. Dyer husband and wife, who are to me personally known to be the identical persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

L.S.

My Commission expires Sept. 20, 1928.

E.M. Elliott, Notary Public.  
Franklin County, Kansas

From

MORTGAGE.

State of Kansas Douglas County, ss;  
This instrument was filed for record  
on the 14th day of January 1925 at 1:35 PM.

Reason C. Mottox et al

To

The Farmers and Bankers Life Insurance Co/

Paul E. Wellman  
Register of Deeds.

By-----Deputy.

## INSURED AMORTIZATION MORTGAGE

Whereas Reason C. Mottox and Elizabeth Mottox, his wife, have applied to and been granted a loan of \$13,000.00 by The Farmers and Bankers Life Insurance Company, secured by first mortgage on real estate hereinafter described, payable in installments on the insured amortization plan as hereinafter set forth until such debt is fully paid, and

Whereas, said Reason C. Mottox has also applied for and been granted \$13,000.00 of Insurance on the life of Joseph R. Mottox, his son, issued by said Company under its Policy Number 40615 which Insurance has been assigned by the insured and beneficiary thereunder to said Company as additional security for said loan, the proceeds of which, or so much thereof as may be necessary, if the death of the insured intervenes before said loan is paid in full, shall, if said policy of insurance be in full force and effect at the date of such death, and not otherwise, be applied to the liquidation of payment of said loan.

Now therefore, this indenture made this 19th day of December A.D. 1924, between Reason C. Mottox and Elizabeth Mottox, his wife, of Douglas County in the State of Kansas of the first part and The Farmers & Bankers Life Insurance Company of Wichita, Kansas, of the second part,

Witnesseth: That the first parties for and in consideration of the sum of Thirteen Thousand Dollars, in hand paid by the second party to the first parties, the receipt of which is hereby acknowledged have sold and by these presents do grant, convey, and confirm unto the second party, its successors and assigns forever all of the following described real estate, lying and situated in the County of Douglas and State of Kansas to-wit:

The South Half of the North West Quarter and the North Half of the South West Quarter of Section Eight (8) Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian,

with all the appurtenances and hereditaments belonging thereto or situate thereon, and the first parties hereby covenant and agree that at the delivery hereof they are the lawful owners of the above granted premises and seized of a good and indefeasible estate of inheritance, free of all encumbrances,

Provided Always and these presents are upon these express conditions that if the first parties their heirs or assigns shall well and truly pay or cause to be paid to the second party, its successors or assigns the sum of Thirteen Thousand Dollars, with interest thereon at the time and in the manner specified in one certain promissory note bearing date the 19th day of December A.D. 1924 executed by the parties and payable to the order of The Farmers & Bankers Life Insurance Company (at its Home Office in Wichita, Kansas) in amount and due as follows:

\$760.01 shall be paid semi-annually on the 15th day of June & December after the date hereof and until said principal sum shall have been paid in full. From each such payment there shall first applied \$179.01 to pay the semi-annual premium on said Life Insurance Policy Number 40615 second an amount equal to 6 per cent interest per annum on the unpaid principal and the balance to be credited on the unpaid principal of the note. All payments to draw ten per cent interest per annum after their due date until paid.

The first parties for themselves their heirs, executors, administrators and assigns stipulate and agree as follows:

First: That the lien created by this instrument is a first lien on the above described land and all of the improvements thereon.

Second: To pay the indebtedness as herein provided and until the same is fully paid to keep the improvements thereon insured at the expense of the first part- in a company or companies satisfactory to second party and deliver to second party the policy or policies of insurance or renewal insurance policies ten days before any such policy expires.

Said Insurance shall be maintained in the sum of \$4,000.00 covering fire and tornado with mortgage clause of the Farmers & Bankers Life Insurance Company attached thereto.

Third: Until the mortgage indebtedness is fully paid, to pay all semi-annual premiums in advance and to keep said policy of life insurance number 40615 on the life of Joseph R. Mottox in full force and effect.

Fourth: To pay all taxes, charges and special assessments on the real estate hereinbefore described, before the same become delinquent under the law of the State where the same is located and to full protect the second party's title and lien on said property hereby created against all claims and demands whatsoever.

Fifth: To keep all improvements on said property in good repair, usual wear and tear excepted.

Sixth: That on default in the payment of any taxes, charges, or special assessments which may be imposed by law upon said premises, or any part thereof, or on the failure to keep said property insured or pay the premium of insurance on the improvements, the second party may, at its option, pay or cause to be paid such taxes, charges, special assessments or premiums aforesaid, and the amount or amounts so paid, with interest thereon at the rate of ten per cent per annum from date of payment shall constitute a lien on the above described land and be secured by this mortgage and recovered in an action of foreclosure, the same as if it were a part of the unpaid mortgaged debt.

Seventh: It is further agreed that after the payment of three annual premiums in cash by the insured under Policy Number 40615 according to its terms or sooner, if according to the terms of such policy it shall have any reserve value, privileges or benefits, the second party may, at its option apply

The Farmers & Bankers Life Insurance Company  
 A. D. 1925  
 July 1925  
 Paul E. Wellman  
 Register of Deeds

Recorded July 1925  
 Paul E. Wellman  
 Register of Deeds