MORTGAGE RECORD 67

MORTGAGE

E J Cragoe et al

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State of Kansas Douglas County, ss This Instrument filed for record February 18,1925 at 2:10 P M Isa & Hellman Register of Deeds with De Uleleman -- Deputy

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By.

Inis incenture made this 14th day of February in the year of our Lord one thousand nine hundred twenty five by and between E J Cragoe and Genevieve Cragoe his wife of the County of Douglas and State of Kanass parties of the first part and The Trustees of Baker University parties <u>parties</u> of the second part. Titnesseth that the said parties of the first for and in consideration of the sum of Fif-

teen Hundred Dollars to them in hand paid by the said parties of the first for and in consideration of the sum of rif-hereby acknowledged have Granted Pargained and Sold and by these presents do Grant Bargain Convey and Confinm unto the said parties of the second part and to their heirs and assigns forever all of the foll-owing described tract piece or parcel of land, lying and situate in Baldwin City County of Douglas and State of Kansas, to-wit:

- ungert " State of Kansas, to-wit: Test § of lot 107 and all of lot 109 on Baker Street TO HAVE AND TO HOLD the same with all and singular the hereitaments and appurtenances th-erunto belonging or in anywise appertaining and all rights of homestead exemption, unto the said parties of the second part and to their heirs and assigns, forever and the said parties of the first part do he-reby covenant and agree that at the delivery hereof they are the lawful owners of the premises above provide and seized of a good and indefeasible estate of inheritance therein free and clear of all incum-brances and that they will warrant and defend the same in the quiet and peaceable possession of said parties of the second part their heirs and assigns forever against the lawful claims of all persons whomsoever.

Provided Always and this Instrument is made and delivered upon the following conditions, to

First.Said E J Crace & Genevieve Cragee his wife are justly indebted unto the said part-ies of the second part in the principal sum of Fifteen Hundred Pollars lawful money of the United States being for a loan thereof made by the said parties of the second part to the said E J Cragee & Generieve the function of Bales as when the forest multi-to deal of the same months Dring for a four theorem make of the self parties of the second part of the safe of the decord part of the state Cragoe his wife and payable according to the tenor and effect of one certain First Mortgare Real Estate Note numbered--executed and delivered by the said E J Cragoe & Geneviere Cragoe his wife bearing date Feb 14th 1925 and payable to the order of the said The Trustees of Eaker University Five Years after date at office of the Treasurer of Eaker University with interest thereon from date until maturity at The rate of for cent per annum payable section result of the rate of the date which making at the rate of for cent per annum after maturity the installments of interest being further evidenced by ten coupons attached tokhe said principal note, and be even date therewith, and payable to the order of said The Trustees of Baker University at the Office of the Treasurer of Baker University.

SECOND. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due and insurance premiums for the amount of insurance hereinafter Printy

SECOND. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due and insurance premiums for the amount of insurance hereinarter specified and if not so paid the said parties of the second part or the legal holders of this mortgage may, without notice, declare the whole sum of money herein secured due and payable at once, or maybilect to pay such taxes assessments and insurance premiums and the amount so paid shall be allen in 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 6 per cent per annum. But whether the legal holder or hold-ers of this mortgage elect to pay such taxes assessments or insurance premiums or bot; 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 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 notes hereby secured are fully paid. Fourth. Said parties of the first part hereby agree to procure and maintain policies of in-surance 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 mortange to the samuth of 35500) Thirty Five Hundred Dollars, loss, if any, payable to the mortange or their assigns. And it is fur-ther agreed that every policy of insurance shall be held by the gartles of the same, and the person or persons so holding any such policy of insurance shall have the right to sollect and recieve any and all moneys which may at any time become payable and recievable thereon and apply the same, when received to the payment of shi one to gave and receivable thereon and apply the same, when received to the payment insurance, or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said parties of the second part or the legal holder or holders of said note may delivef said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

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 confrom to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured, shall at the option of the leg-l holder or holders hared becomes due norther to confront the same becomes due,or to confident the same becomes due and the same becomes due of the same secured, shall at the option of the leg-

al holder or holders hereof become due and payable at one 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 name on the day and year above mentioned. Executed and delivered in presence of

Genevieve Cragoe E J Cragoe

State of Kansas, Douglas County, 95 Be It Remembered that on this 14th day of Feb A D Nineteen Hundred twenty five before me A a Notary Public in and for said County and State came Genevieve Cragoe and E J Cragoe who are personally knyon 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. Ethel Huff

(L.S) My Commission expires Aug 7,1927

Douglas County Kansas.