

MORTGAGE RECORD 67

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SANIT. DODGE NORTH STATIONERY CO. KANSAS CITY MO 64114

MORTGAGE

FROM
Walter L. Dyer, and wife
To
The Mutual Benefit Life Insurance Company

State of Kansas, Douglas County, ss.
This instrument was filed for
record on this 4 day of Sept. A.D.
1926, at 1:30 o'clock P. M.

Reg. No. 1074
Fee Paid 5.00

Geo. C. Wellman
Register of Deeds

This Indenture, made the 31st day of August A. D. 1926 between Walter L. Dyer and Ruth Dyer, husband and wife, 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,

Witnesseth, that the said party of the first part, in consideration of the sum of Two thousand 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 South half of the Southeast quarter of section nine (9), township fifteen (15) range nineteen (19), less one (1) acre in square form out of the Southwest corner for school; containing seventy nine (79) acres.

As additional and collateral security for the payment of the note hereinafter described and all sums to become due under this mortgage, said party of the first part hereby assigns to said party of the second part, its successors and assigns all the rents, profits, revenues, royalties, rights and benefits accruing 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 indebtedness as well before as after default in the conditions hereof; and said party of the second part is further authorized to execute and deliver to the holder of any such oil and gas 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 delinquent; this assignment to terminate and become null and void upon release of this mortgage.

To have and to hold the same, with the appurtenances thereto belonging or in anywise appertaining, 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; that said premises are free and clear of all encumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, that if the said party of the first part shall pay or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of (\$2000.00) Two thousand Dollars, on the first day of September A. D. 1930, with interest thereon at the rate of five per cent. per annum, payable on the first day of September in each year, together with interest at the 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 payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party 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 do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the legality and priority of this mortgage.

And the said party of the first part do further covenant and agree, until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on the lien created by this instrument, before any penalty for non-payment attaches thereto; also to obtain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured in insurance 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 buildings, and the renewals thereof, and in case of failure to do so, the said party of the second part, its successors or assigns may 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 payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to immediate 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 sold together and not in parcels.

In Witness Whereof, the said party of the first part have hereunto set their hands the day and year first above written.

Walter L. Dyer
Ruth Dyer

State of Kansas
ss.
County of Douglas

On this 4th day of September A. D. 1926, before me, a Notary Public, and for said County, personally appeared Walter L. Dyer and Ruth Dyer, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

L.S.

My Commission expires September 15th 1926

E. J. Hilkey
Notary Public.

This Release was written on the original of this instrument and is a true and correct copy of the original as the same appears from the records of the Register of Deeds of Douglas County, Kansas. Witness my hand and official seal this 10th day of September A.D. 1926.