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SARL DODGEWORTH STATIONERY CO KANSAS CITY MO 64111

shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note contracted, shall equal ten per cent on the principal of the debt hereby created and secured.

Third, parties of the first part agree to pay all taxes and special assessments, levied or assessed against or due upon said real estate before delinquency and procure, maintain and deliver to said second party its successors or assigns, insurance policies on the buildings thereon, in companies to be approved by the second party, its successors or assigns for not less than \$5000.00, loss payable to the second party, its successors or assigns, as their interests may appear; and shall keep the buildings and other improvements in good repair and condition.

Fourth, It is understood and agreed that if said insurance is not promptly effected, bond or notes hereby secured or the mortgage securing said real estate or against said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments, and all such payments with interest thereon at ten per cent per annum, from the time of payment shall be a lien against said premises and secured hereby.

Fifth, It is further agreed that if default be made in the payment of any interest note, or any portion thereof for the space of ten days after the same becomes due or in the payment of taxes or special assessments levied or assessed under the laws of the State of Kansas against said real estate or against said bond or notes hereby secured or the mortgage securing the same before delinquency or in case the parties of the first part fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained, time being of essence of this contract then this mortgage and all sums of money secured hereby, less the interest for the unexpired time, shall, at the option of the second party its successors or assigns, become at once due and payable, without further notice, and this mortgage may then be foreclosed and the mortgaged premises sold in one body. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or herein contained) or after default in any interest payment (whether the mortgage exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

Sixth, And it is further agreed that if an action is commenced to foreclose this mortgage the said second party its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt and said receiver's costs and expenses and may discharge all duties of a receiver.

Seventh, And it is further agreed and declared that this mortgage and the bond or note and coupons secured hereby are made under and are to be construed by the laws of the State of Kansas. The foregoing conditions being fully performed this conveyance shall be void otherwise to be and remain in full force and effect.

In Witness Whereof, We have hereunto set our hands.

Signed in the presence of

O. Scott Morgan
Myrnicie M. Morgan

State of Kansas
County of Douglas SS.

On this 4th day of November 1925 before me the undersigned a notary public duly commissioned and qualified for and residing in said county and state, personally came O. Scott Morgan and Myrnicie M. Morgan his wife to me personally known to be the identical persons described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be their voluntary act and deed.

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

L.S.
My Commission expires July 22, 1929.

J.B. Ross
Notary Public

From M. E. Houn et ux
To George S. Graves.

MORTGAGE

State of Kansas, Douglas Co. ss;
This instrument filed Nov. 6th, 1925
at 8:45 A.M.

John E. Wellman
Register of Deeds

Reg. No. 1224
Fee \$4.00

This Indenture Made this third day of November in the year of our Lord one thousand nine hundred and twenty-five between M. E. Houn & Lula Houn, his wife, of Ottawa, in the County of Franklin and State of Kansas, of the first part and--- George S. Graves party of the second part:

Witnesseth That the said parties of the first part, in consideration of the sum of Sixteen Hundred Fifty Dollars ----- to them duly paid, the receipt of which is hereby acknowledged, have said and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land, situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The West half of the Northeast $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Sec. 14,
Twp. 15, Rng. 19, Containing 20 acres more or less.

with the appurtenances and all the estate title and interest of the said parties of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are they lawful owners of the premises above granted and sized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances whatsoever.

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than-- Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefore with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This Grant is intended as a Mortgage to secure the payment of the sum of ---
--Sixteen Hundred & Fifty --- Dollars according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable on the first day of July 1942,

Recorded
by
Myrnicie M. Morgan

In witness whereof, I have hereunto set my hand and Notarial seal, at Ottawa, Kansas, this 4th day of November, 1925.

Top Assignment
by John E. Wellman
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Recorded
by John E. Wellman
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Register of Deeds