

MORTGAGE RECORD 67

251

SAMUEL DOUGLASS STATIONERY CO. KANSAS CITY, MO. 64112

From
Herman F. Schmidt et ux

MORTGAGE.

To
Pioneer Mortgage Co.

State of Kansas, Douglas Co. ss;
This instrument filed for record
Nov. 28th, 1925 at 9:20 A.M.

Sam E. Williams
Register of Deeds

1269
6.25

THIS INDENTURE, Made this 16th day of November A.D. 1925, by and between Herman F. Schmidt and Eva F. Schmidt, his wife,-----of the County of Douglas and State of Kansas, parties of the first part, and The Pioneer Mortgage Company ----- a corporation organized under the laws of the Kansas, of Topeka, State of Kansas, party of the second part;
Witnesseth That the said parties of the first part, in consideration of the sum of-----
Twenty Five Hundred and no/100 --- Dollars --- to them in hand paid, the receipt whereof if hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

A tract of land beginning at a point Two (2) rods North of the center of the Northeast Quarter of Section Twenty Two (22) Township Fourteen (14) Range Twenty (20), and Two Hundred Seventy Two (272) feet west thereof, thence North Two Hundred Fourteen (214) feet to a stone, thence North Forty Two Degrees (42°) Five Minutes (51') East Four Hundred Five and Three Fourths (405 3/4) ft to a stone, thence due North to a point Forty (40) rods South of the North line of said Northeast Quarter, thence due West Two (2) rods, thence due North Forty (40) rods to the North line of said Northeast Quarter thence West Seventy Eight (78) rods to the Northwest corner of said Northeast Quarter thence South Seventy Eight (78) rods, thence East Eleven Hundred Eight (1108) feet more or less to the point of beginning;

Also a tract of land beginning at a point Two (2) rods West of the Northeast corner of the Northeast Quarter of Section Twenty Two (22) Township Fourteen (14) Range Twenty (20) thence West Eighty (80) rods, thence South Forty (40) rods, thence East Eighty (80) rods thence North Forty (40) rods to the place of beginning;
All East of the Sixth Principal Meridian and containing in all Fifty Six (56) Acres more or less.

To Have and To Hold the same, with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants, and conditions to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of Twenty Five Hundred and no/100 Dollars, -- according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part with interest thereon from November 21st, 1925, at the rate of 5 1/2 per cent per annum, payable on the first day of June and December in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of The Pioneer Mortgage Company, in Topeka, Kansas, and all of said notes bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of \$----- in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and any pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure, and if suit be filed for the foreclosure of this mortgage may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the parties of the first part; and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage and may be recovered with interest at ten per cent in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect.

FIFTH. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, which may be assessed upon said land, premises or property or upon the interest of the party of the second part therein, and not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, or any interest therein to be sold for taxes.

SIXTH. That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

*Remitted Jan. 23, 1926
to the
Register of Deeds*

The foregoing is a true and correct copy of the original instrument as the same appears from the records of the Register of Deeds for the County of Douglas, Kansas, for the year 1925, and is filed for record on the 28th day of November, 1925, at 9:20 A.M.