MORTGAGE RECORD 67

free act and dead From State of Kansas, Douglas co. ss This instrument was filed for rec ord Jan. 20 1926. At 10:00 A,N. MOR TOAGE . Henry W. Miskimen et al. eal the day and year To Northwestern Mutual Life ins. co. Register of Deeds. Register of Deeds. and Lucy E. Miskimen his wife, of the county of Douglas and State of Enams parties of the first part of Wiscomin and having its principal place of business at Milwaukee, Miscomin, party of the first part of Wiscomin and having its principal place of business at Milwaukee, Miscomin, party of the second them in hand paid the receipt whereof is horeby scince/degd do by these presents grant, burgin, soll described Real estate situated in the County of Douglas and State of Enames forware, the following The est sity four and three fourths acres of the south half of the southwest quarter of the work line of the finame in Miles Reservation Together with the privileges and appartenances to the same belonging and all of the rents is more and the part of the sputchances to the same belonging and all of the rents is more and the privileges and appartenances to the same belonging and all of the rents is more and the privileges and appartenances to the same belonging and all of the rents is more and the privileges and appartenances to the same belonging and all of the rents is more and the privileges and appartenances to the same belonging and all of the rents is more and the south half of the south acres of said section thirty five lying east together with the privileges and appartenances to the same belonging and all of the rents is more and the same same south acres of the same science at the same s Register of Deeds. * * * * * * * * * ouglas Co.ss; iled for record Jan than no. 5 A.M. man y acknowlay Deeds our right ,title ade and executed by ings Bank, which of the west line of the Shampee Indian Reservation Together with the privileges and appurtenances to the same belonging and all of the rents, issues and profits which may arise or be had therefrom To have and To Hold, the same to the said party of the second part its successors and ass-igns forever. And the said parties of the first part hereby covenant that they have good right to sell rgainst all persons whomsover. tat er of Deeds in and and èt ary 1926. and convey said premises and that they are free free inclusive downant that they have good right to sail rgainst all persons whomsover. Conditioned however, That if Henry W. Miskimen one of said parties of the first part his ond part; its successors or assigns at the office of said party of the said party of the sac-assigns at the office of said party of the saced part in the City of Mikwakes, Tisconia the must of part; its successors or assigns at the office of said part of the said party of the sace-assigns at the office of said party of the saced part in the City of Mikwakes, Tisconia the must of with executed by Henry W. Miskimen one of said parties of the first part to the said party of the sace-in the state of Kansa upoh said premises c. any part thereof or upon the interest of the mortgage, its successors or assigns in said premises or upon the note or debt secured by Hismortgage and procure and deliver to said party of the second part its successors or assigns, at its or their home office of the proper officer showing payment of all such taxes and assessments; and so long as any part of the debt denge by fire in some roliable insurance company or companies to be approved by the said party of the second part, its successors or assigns to the amount of not less than one thousand dollars (provided, the buildings shall be kopt insurance company or companies to be approved by the said party of the second part, its successors or assigns to the amount of not less than one thousand dollars (provided, the buildings shall be kopt insurance company or issue to there of here insurance emdition) with loss, if any, payalle to said party of the second part, its successors or assigns, as its or their interest may appear, and fortimith upon issuance three of the of insures of assigns, as its or their interest may appear, and fortimith upon issuance three of the of insures of a said party of the second part its successors or assigns as at this time, ordinary wear and tear only excepted; and shall keep said premises fr k Savings Bank, e,Cashier. aufand i ary Public in and fo 30 instrument , and è to gale mate seal the day and and in y Public. mothered in g the 0 L'Aj sour uglas County ,ss; iled for record et 2 10:10 A.M. + Milerand tom Mutu Durche. our right ,title ade and e xacuted hil -Bank, which ter of Deeds in rage; all of which said parties of the first part hereby agree to do, then these presents to be void, otherwise to remain in thil force. It is agreed that if the insurance above provided for is not promptly effected and the pol-icles therefor duly deposited or if the liens, taxes, special ascessments, expenses or attorney's fees above specified shall not be paid as hardinhefore provided the said party of the second part, its suc-essors or assigns, (whother electing to declare the whole ind-btedness hereby secured due and collectil or not) may effect the insurance above provided for and pay the reasonable premiums and charges there-for, and may pay said taxes end special ascessments (irregularities in the levy or assessment thereof heing expressly waived) and may pay such liens, expenses and attorney's fees and all such payments with interest thereon from the time of payment at the rate of ton per centum per annum shall be deemed part of the indebtedness secured by this mortgage. And it is agreed that in case default shall be made in the payment of any installment of said note or of interest thereon when due or if there shall be a failure to comply with any or either of the indebtedness secured by this mortgage then the said note and the whole indebtedness secured by this mortgage then the said note and the whole indebtedness secured by this mortgage there is a failure to comply with any or either said note or of interest thereon when due or if there shall be a failure to comply with any or either of the indebtedness secured by this mortgage then the said note and the whole indebtedness secured by the same the said note and the whole indebtedness secured by the same conditions of this mortgage then the said note and the whole indebtedness secured by the same the said note and the whole indebtedness secured by the same conditions of the terms of conditions of the terms of the said note and the whole indebtedness secured by the same conditions of the terms of - County ary 1926. oan and Savings Ban 2 of Dai All .Cashier / ry Public, in and avings Bank, Lawren nstrument and duly \$ interest thereon from the time of payment at the rate of ten pre centum per annum shall be deemed part, of the indobtedness secured by this mortgage. And it is append that in case default shall be made in the payment of any installment of said note or of interest thereon when due or if there shall be a failure to comply with any or either of the terms or conditions of this mortgage then the suid note and the whole indobtedness secured by this mortgage including all payments for taxes, ansessments insurance premiums, lions, expenses and attorney's fees hereins of such option being hereby expressly waived), because due and collectiby at once by foreclosure or otherwise; and upon accument of any foreclosure or at any fine thereafter any court of competent jurisdiction, upon application of the party of the second part, its successors or assigns, or the purchase at such sale may at once and without notice to the parties of the first part, or any porson claiming under then appoint a receiver for said premises to take possession there-of, to collect the rents, issues and profits of said premises the add out of the same to made necessary repairs and keep said gremises in proper condition and repair pending such asle and the comencement of the foreclosure and the expiration of the partie of ne records and out of the same to make necessary repairs and keep said gremises in proper condition and repair pending such asle and the comencement of the foreclosure and the expiration of the peried for redemption and all taxes and assessments and the agrinsurance premiums necessary to keep said premises of the first part will repay the party of the second part and the assessmy to protoct the interests or enforce the rights of said party of the second part and the amounts on paid with interest thereon from the time of payment at the rate of ten per cent per annum shall be deemed part of the indebtedness secured by this mortgage. The said parties of the first part hereby expressly waive and release all rights and benefits they have glue, seal the day and y Public. * * * * * * * * ** ouglas County ,ss; led for record at 10:15 A.M. Iman our right, title and and e xecuted by Owe mortgage is rein Douglas Co unty ary 1926. Savings Bank. hier c in and for said In Witness Whereof, the said parties of the first part have hereunto set their hands the v and year first above written. Wiskimen Henry W. Miskimen 6 Com ank, Lawrence Kans in the work nt and duly acknow In Presence of -Henry W. Miskimen Lucy E. Miskimen Amy R. Miskimen ficial seal the da lic. 865

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State Anterior