276

MORTGAGE RECORD 67

State of Oregon! Benton County

Be it remembered, That on this 16" day of January A.D. 1926 before me a Notary Fublic in and for said county and state came George W. Woodsum and Stells Woodsum his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution known to be of the same. In Witness Whereof, I have hereunto subscribed my name and affixed my official seal

the day and year last above written. W. . Beals Jr. Notary Public for Oregon

My Commission expires Dec. 14, 1929.

From Frank Pardee

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To Union Cent. Life ins. State of Kansas, Douglas co. sc This instrument was filed for re-cord Jan. 27, 1926. At 10:30 A.W. Da Wellman

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Register of Deeds.

This Indonture, Made and executed this 21st day of January 1926 by Frank Pardee and Alice H/ Pardee husband and wife of Douglas County Kansas parties of the first part and The Union Central Life Insurance Company of Cincinnati Ohio, party of the second part. Witnesseth, That the said party of the first part for and in consideration of the sum of Two Thousand (\$2000.00) Dollars paid by the said party of the second part, its successors and assigns forever, the certain tract or parcel of real estate situated in Douglas County, Kansas, described as follows to writ: follows to-wit:

10110WE to-sit: The southwest fractional quarter of section soven (7) township fourteen (14) range twenty (20) east of the sixth principal Moridian less about eleven (11) acres in the southeast corner thereof said exception being 25% ruds north and south by 69 rods, dest and west. Also less about seven (7) scres in the southwest corner thereof, said exceptions being 74 rods north and, south by 16 rods east and west. The total area of the above described land after deducting exceptions, is one hundred and thirt six (136) acres more or less . To scenar the namement of a dabt evidenced by contain provisions with the south state of the south seven (7)

Six (156) across more or less. To secure the payment of a debt evidenced by certain promissory note of even date herenith signed by Frank Pardee and Alice M. Pardee party of the first part and payable to the gaid party of the second part, as its Home Office in Cincinnati, Ohio, more fully described as follows: One principal note for two thousand dollars, payable on February 1, 1936 or in partial payments prior to maturity in accordance with stipulation therein, with interest from date until paid at the rates therein specified interest until maturity being evidenced by interest notes of even date which draw interest after matur-

ity until paid at the rate therein specified. The said parties of the first pigt hereby covenant and agree with the said party of the

The said parties of the prices of the price provided the maximum permitted by lower and a gree with the said party of the second part its successors and assigns as follows: First, To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate, To pay all taxes assessed in Kansas against said party of the second part, or its assigns, on this mortgage or the notes or debt secured hereby before the same become [delinquent, provided the amount of such latter taxes together with the influence on the maximum permitted by law to be paid, but if it does, the excess loan secured hereby dees not exceed the maximum permitted by law to be paid, but if it does, the excess is to be paid by the said party of the second part. If said party of the first part does not pay the taxes, liens or assessments herein covenanted to be paid the holder of this mortgage may pay them and be entitled to interest on the same at the rate of ten per cent per annum and this mortgage shall stand as security for the amount so paid with interest. Second, to keep said real estate and all buildings fences and other improvements on said real estate in as good condition and repair as of this date. To permit no waste , or allow any cutting of tinbor, except for making and repairing the fences on the place and such as shall be necessary for

firewood for use on said real estate.

Third, To keep at the option of the said party of the second part, the buildings on said premises insured in some fire insurance company, approved by the said party of the second part for the insurable value thereof, with the usual form of assignment of said party of the second part, making as insurance payable in case of loss to said party of the second part or assigns, and deliver the policy and renewal receipts to said party of the second part. In case of failure to keep said buildings ap insured, and to deliver the policy or renewal receipts as agreed, the holder of this mortgage may effect such insurance and the amount so paid with interest at ten per cent per annum shall be secured by this mortgage.

by this mortgage. Fourth, In case taxes, assessments liens and insurance promiums are paid as herein pro-vided by the party of the second part the amount so pay may be collected from the party of the first part on demand together with interest at ten per cent per annun from date of payment. Fifth, If the maker or makers of said notes shall fail to puy any df and notes, when the same become due; or any notes given in reneval of the notes herein; or any notes given as evidence of interest on any extension of the time of payment of the debt herein seculared when the same shall be due or there is a failure to conform to or comply with any of the foregoing covenants or agreements; the whole sum of money herein secured shall thereupon become due and payable at the option of the side wart of the second art without notion, and this matrices or any formeloned. Interest on the debt sec-

Sort Day party of the second part without notice, and this mortage may be foreclosed. Interest on the debt sec ured hereby shall be ten per cent per annum after maturity by default, or otherwise until paid. When the indebtedness secured hereby has been fully paid and the foregoing covenants and Umien-

conditions have been kept and performed this sourceyance shall be void, and shall be released by the said/party of the second part at the cost and expense of the said party of the first part. In case of failure of the said party of the second part to release this mortgage all claim for statutory penalty or damages is hereby waived, otherwise to remain in full force and effect. In Testimony Whereof, The said parties of the first part have hereunto set their hands

In Testimony Whereof, The the dey and year first above writtens

Frank Pardee Alice M. Pardee