MORTGAGE RECORD 67

279 t was filed for rec. 926. At 2:55 P.M. interest according to the tenor of twenty interest coupons thereto attached. Principal and interest interest according to the tenor of twenty interest coupons thereto attached. Frincipal and interest payable at the Bankers Trust company, New York City, New York, and subject to 10% interest after mat-urity. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof, or interest thereon, or if the taxes on suid land are not or if the buildings are not kept in good repair or if the insurance is not kept up thereon as provided here in or if the buildings are not kept in good repair or if the insurance is not kept in good condition sum remaining unpaid shall immediately become due and payable at the option of the builder thereof; and any time thereafter to take possession of the said premises and all the inprovements hereon; and of it me thereafter to take possession of the said premises and all the inprovements thereon; and of in the manner prescribed by law; and out of all meneys arising from such sale to retain the any time overplus, if any therebe, shall be paid by the party making such sale on demand to the said first parties or to their heirs and assigns. The following a oa E. Wellma legister of Deeds. ta Gamma House part and Harriett n of Janua um of Five thousand ts, grant, bargain llowing described orerplus, if any thereout, shart of part of the part of the first part have horeunto set their hands and In Witness Whereout, The said parties of the first part have horeunto set their hands and two hundred and sout the superior contains and having the part in fa-tower and the properties matter way and the aments and appurt-9 at whereas said A.C. Watts (SEAL) Verna Watts (SEAL) signed, sealed and delivered omissory notes in in presence of------January 26, 1926 Kansas, in one, two 1 State of Kansas in the respective Franklin County ISS rs, bearing eight t of the principal otice of intention. Be it remembered, That on this 27th day of January A.D. 1926 before me a Notary Public in and for said county and state came A.C. Watts and Veram Watts his wife, to me perégnally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. a first mortgage d mortgage held by part in full said party of the ntioned, together presents shall be t if said sum or M. Martin Notary Public My Commission expires on the 24th day of April, 1927. me is due, or if gainst said premises fuce INC n the whole of 1417 ayable and said From MORTGAGE State of Kansas, Douglas co. ss Adam A/ Given et al its hand the day This instrument was filed for record Jan. 28, 1926. At 9:35 A.M. 275 To Prudential Inv. co association 19 Zoal & Wellman V Register of Deeds. This Indenture, Made this 21st day of January A.D. 1926 by and between Adam A. Given and Mollie B. Given (husband and wife) of the county of Douglas and State of Kansas, parties of the first part, and The Prudential Investment Company, a corporation organized under the laws of Kansas, of Topeke part, and The Frudential Investment Company, a corporation organized under the laws of Kansas, of Topela State of Kansas, party of the second part. Witnesseth, That the said parties of the first part in consideration of the sum Eleven Thousand and no/100 (\$11,000.00 Dollars to them in hand paid the receipt whereof is hereby acknowledged do by these prosents, grant, bargain, sell and convey unto the said party of the second part its successors and assigns, all of the following described real estate situnted in the County of Douglas and State of Kansas, to-wit: Part of the northeast quarter (NBA) of section six (s) Township thirteen (13) Range twenty (20) asst of the 6th F.M. described as following at a point 40 r. is east of the for northwest confirmed white section, there north 42 reds to the north line of said the quarter section thence west on the north line (20) rods to place of beginning containing. So acress more or loss. 1 the undersigned esident of the nt on behalf of 1 is hereby follow to me to be the vledged the executio wing is endorsed or ---ial seal the day quarter section thence west on the north line (20) rods to place of beginning containing 55 acros more or less. To Have and To Hold, the same with all and singular the hereditements and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption unto the sid party of the by covenant and agree that at the delivery hore of they are the lawful owners of the premises above grant of a good and indefosible estate of inheritance therein, free and clear of all incumine party of the second part, its successors and assigns, forever, against the lawful claims of all personal whomsoever. cancelled mortgage the original instrum this has 3º 5 las co. ss. filed for record on paid 5 A.M. Provided, Always, and these presents are upon the following agreements, covenants and cond & Ellman pillinan of Deeds. itions to-wit. 6 itions to-wit: First, That the parties of the first part are justly indetted to the party of the second part in the sum of Eleven thousand and no/100 (§11,000.00) Dollars, seconding to the terms of one cortain mortgage note of even date herewith executed by said parties of the first part in consideration of the actual lean of the suid sum and payable to the order of the said party of the second part with interest thereon at the rate of six per cent per annum payable on the first day of February and August in each year according to the terms of interest notes thereunto attached; both principal and in-terest and all other indettedness accruing hereunder being psyable in lawful money of the United State of America at the office of The National Eank of Topekn, Kansas and all of said notes bearing ten per by F Ł one thousand nine the County of R 5 the sum of Twenty ledged have sold and part his heirs of America at the office of the parties of the first part agree to keep all buildings and improvements on Second, That the parties of the first part agree to keep all 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 눥 d described as Spi Cage Joz thirteen (13) more or less. ng and tornado for amount of \$11,00 Fire & \$11,000 Tornado in insurance companies acceptable to the party of the second Part with policies payable to it in case of loss to the anount then secured by this mortgage to assign and deliverto it with satisfactory mortgages clauses, all the policies of insurance on sid buildings and to pay all insurance premiums whon due. In case of loss it is agreed that the party of the second part may collect the insurance noneys 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 re-building, 3 e during the cont-Vrilly 67. the first part N the delivery here Soul feasible estate of 2 Engintar of Dauda applied either on the indebtedness secured hereby or in re-building, Third, That the party of the second part may make why payzents necessary to renove or ex-tinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and may pay any unpaid taxes or assessments charged against said property and may insure said property if de-fault be made in the covenant to insure, and if suit shall be filed for the foreelosure of this mort-Eage may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreelosure 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 thin mortgage. Incase of foreelosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be cold together and not in marcels. dee f Twenty five 100 y executed by the y 1st, #1936 with manie 020 shall be sold together and not in parcels.

and the second states

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