

MORTGAGE RECORD 67

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KANSAS REAL ESTATE FIRST MORTGAGE *****

From John W. Tredway et ux
To Bankers Life Insurance Co.

State of Kansas Douglas County ss;
This instrument filed for record
Feb. 18th, 1926 at 1:00 P.M.

Lee E. Wellman
Register of Deeds.

Rq # 1472
File # 1000

This Indenture Made February 13, 1926 by and between John W. Tredway and Maude Tredway, his wife of the County of Douglas, State of Kansas, parties of the first part, and the BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, party of the second part:
Witnesseth, That said parties of the first part, in consideration of the sum of -----
Four Thousand (\$4000.00) Dollars ----- paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said second party, its successors or assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The South half of the Southeast quarter ----- of Section Fourteen (14) in Township Thirteen (13) South Range Twenty (20) -- East of the Sixth Principal Meridian, containing in all Eighty (80) acres, according to Government Survey.

To Have and To Hold said premises with all appurtenances thereunto belonging unto the said party of the second part, its successors or assigns, forever. The said parties of the first part in fee simple of said premises; that they have good right to sell and convey said premises; that said parties of the first part, in consideration of the sum of ----- paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said second party, its successors or assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Provided Always, and this instrument is executed and delivered upon the following conditions:

First. That said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, ----- Four Thousand (\$4000.00) Dollars ----- on the first day of March 1926 with interest therein, semi-annually, from March 1, 1926, according to the terms of one promissory bond or note with interest notes attached, signed by said parties of the first part, payable to the order of the Bankers Life Insurance Company of Nebraska, and bearing even date herewith.

Second, In consideration of the rate of interest at which the loan hereby secured is made said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or notes hereby secured, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal, then the mortgagees herein shall pay so much of such taxes and assessments as added to the interest thereon 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 compliance to be approved by the second party, its successors or assigns, for not less than \$2000.00 ----- less 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 or if the taxes or special assessments levied or assessed against said real estate or against said bond or notes hereby secured or the mortgage securing the same shall not be paid before delinquency, 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 the 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 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 by the exercise of the option, to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgagee 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.

John W. Tredway
Maude Tredway.

Signed in the presence of

State of Kansas }
County of Douglas } ss;

On this 15th day of February, 1926 before me, the undersigned, a Notary Public

This Release was written on the original Mortgage

Handwritten notes:
Know All Men By These Presents, That we, Bankers Life Insurance Company of Nebraska, the mortgagee herein named, do hereby certify that the foregoing mortgage was duly recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 15th day of February, 1926, at 1:00 P.M., and is a true and correct copy of the original as the same appears from the records of said office.
In Witness Whereof, I, D. W. Hollors, Register of Deeds, do hereunto set my hand and the seal of said office, at Topeka, Kansas, this 15th day of February, 1926.
(Seal)