

MORTGAGE RECORD 67

293

SEAL, DOOR NORTH STATIONERY CO. KANSAS CITY MO 64114

day and year last above written.

L.S.
Commission expires January 21, 1930.

E. E. Lindblade
Notary Public.

From
John N. Clinkenbeard et al
To
Guaranty State Bank.

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Feb. 16, 1928. At 8:35 A.M.

Geo. E. Williams
Register of Deeds.

Reg. No. 1469
Fee Paid 3.75

This Indenture, Made this 15th day of February in the year of our Lord one thousand nine hundred and twenty-six by and between John N. Clinkenbeard and Mary Clinkenbeard his wife, of the County of Douglas and State of Kansas, parties of the first part and The Guaranty State Bank, Topeka, Kansas, party of the second part;

Witnesseth, That the said parties of the first part for and in consideration of the sum of Fifteen Hundred Dollars to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents, do grant, bargain, sell, convey and confirm unto said party of the second part and to its successors and assigns forever, all of the following described tract, piece or parcel of land lying and situate in County of Douglas and State of Kansas, to-wit:

The east half of the south east quarter (SE 1/4 S.E. 1/4) of section twelve (12) Township twelve (12) Range seventeen (17).

To Have and To Hold, the same, with all and singular the hereditaments and appurtenances thereunto 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 this instrument is made, executed and delivered upon the following conditions, to-wit: First, Said John N. and Mary Clinkenbeard justly indebted unto the said party of the second part in the principal sum of Fifteen Hundred Dollars, lawful money of the United States of America being for a loan thereof made by the said party of the second part to the said John N. and Mary Clinkenbeard and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, executed and delivered by the said John N. and Mary Clinkenbeard bearing date February 15 1926, payable to the order of the said The Guaranty State Bank, Feb. 1, 1931, after date at Topeka, Kansas with interest thereon from date until maturity at the rate of six per cent per annum, payable semi annually on the 1st day of February and August in each year and ten per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note and of even date therewith, and payable to the order of said The Guaranty State Bank at Topeka, Kansas. Second, Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due and insurance premiums for the amount of insurance hereinafter specified; and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may without notice declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums; and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed and shall be entitled to immediate possession of the premises and the rents, issues and profits thereof.

Third, Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth, Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Fifteen Hundred Dollars, less, if any, payable to the mortgagee or its assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.

Fifth, Said parties of the first part hereby agree that if the maker s of said note shall fail to pay or cause to be paid any part of said money, either principal or interest according to the tenor of said note and coupons, when the same becomes due, or to conform or comply with any of the foregoing conditions or agreements the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof become due and payable at once without notice.

And the said parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate, and all benefits of the homestead exemption and stay laws of the State of Kansas.

The foregoing conditions being performed this covenant to be void; otherwise of full force and virtue. Sixth, In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first parties agree to pay to the said second party and its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed the legal rate of ten per cent per annum.

In Testimony Whereof, The said parties of the first part have hereunto subscribed their

THE HERE-
TOFORE
WRITTEN
ORIGINAL
MORTGAGE
NOTE
AND
COUPONS
HEREBY
FILED
FOR
RECORD
IN
DOUGLAS
COUNTY,
KANSAS
FEB 16 1928
GEO. E. WILLIAMS
REGISTER OF DEEDS

Vertical text on right margin:
This instrument is a mortgage of the premises described in the foregoing instrument, and is subject to the lien of a mortgage of the premises described in the foregoing instrument, made by the said John N. and Mary Clinkenbeard to the said Guaranty State Bank, Topeka, Kansas, on the 15th day of February, 1926, and is a part of the same. The said John N. and Mary Clinkenbeard, the makers of this instrument, do hereby acknowledge the full payment of the principal and interest on this instrument, and the same has been paid in full to the said Guaranty State Bank, Topeka, Kansas, on the 15th day of February, 1928.
M. F. Beck
L. V. Fiske
W. J. Fiske

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Deeds.

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10:30 A.M.
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Deeds.

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