

BANK OF KANSAS CITY, MO. 1913

above enumerated, then, in like manner the said note and the whole of said sum shall immediately become due and payable. Appraisal waived.

The privilege is granted to the borrower to make payment and settlement of the debt secured by this mortgage before maturity of the stock herein mentioned, upon first giving thirty days' notice in writing and on condition that in such a case interest shall be charged and paid at the rate of ten per cent per annum from date of this mortgage until the date of expiration of said notice, as provided by the By-laws.

Witness our hands this 9th day of February 1926.

J.L. Burkholder
Rebecca M. Burkholder

R.K. Moody
Susanna C. Moody

State of Kansas }
Douglas County. }SS

Be it remembered, That on this 13th day of February A.D. 1926 personally appeared before the undersigned a Notary Public in and for said county came, J.L. Burkholder, Rebecca M. Burkholder and R.K. Moody, Susanna C. Moody who are personally known to me to be the identical persons whose name who subscribed to the foregoing deed as grantor and acknowledged the same to be their voluntary act and deed and that they executed the same for the purposes therein mentioned.

Witness my hand and notarial seal, the day and year last above written.

LS
My commission expires March 20, 1927

John M. Newlin
Notary Public

From
Erastus L. Campbell
To
Southwest Mtg. co

MORTGAGE.

State of Kansas, Douglas co, ss
This instrument was filed for record
Feb. 19, 1926. At 2:15 P.M.

Reg. No. 1483
Fee Paid 4.50

Know All Men By These Presents, That Erastus L. Campbell and Tennie Campbell his wife of Douglas County, State of Kansas, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage convey, and warrant, to Southwest Mortgage Company, of Kansas, City, Missouri, Party of the second part hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to-wit:

The south fifty (50) acres of the west half (½) of southeast quarter (¼)
of section no. thirty four (34), Township no. fourteen (14) south range no. twenty
(20) east of the sixth principal Meridian.

containing fifty acres, more or less together with all the improvements thereon and the appurtenances thereunto belonging.

This mortgage is given as security for the performance of the covenants and agreements herein, and to secure to Southwest Mortgage Company, its successors and assigns the payment of the sum of Eighteen Hundred and no/100 Dollars with interest thereon according to the terms of one certain promissory note executed and delivered by the first party to the second party, due and payable according to the terms thereof, with interest payable, annually according to the terms of interest coupons thereto attached, all of said notes being of even date herewith payable in lawful money of the United States of America, with exchange on the City of New York, at the Southwest Trust Company, Kansas, City Missouri, and each bearing interest at the rate of ten per cent per annum after maturity until paid.

The first party hereby covenants and agrees: That they are lawfully seized in fee simple of the real estate hereby conveyed and that they have a good right to sell and convey the same as aforesaid; that the said real estate is free and clear of all encumbrances and that they and their heirs, executors, and administrators will warrant and defend the same unto the said second party, its successors and assigns, against all lawful claims and demands; That they will pay said note or notes hereby secured and interest thereon as the same shall become due and payable; To neither commit nor suffer waste; To pay all taxes and assessments levied upon said real estate or upon the lien hereby created, by virtue of any law of the State of Kansas, to whomsoever assessed, before same shall have become delinquent; To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado to the amount of no dollars, for the benefit of the second party, its successors and assigns in an insurance company acceptable to it, and to deliver the said insurance policies and renewal receipts to the said second party; and - Upon failure to comply with either of these conditions, covenants and agreements, it is agreed that the owner of this mortgage may pay the said taxes or assessments, or the cost of such insurance, and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment, and said sum or sums so paid shall be immediately due and payable, and shall be additional lien upon said real estate, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured.

That as additional and collateral security for the payment of the debt hereinbefore described, the first party hereby assigns to the second party, its successors and assigns, all right title and interest in and to all royalties and rentals accruing to them under all oil, gas, mineral, agricultural, or other leases on said real estate, and directs any lessee, on demand, to pay the said second party, its successors and assigns, all royalties and rentals that may be payable to them under the terms of any such lease of said real estate; provided that so long as no default be made in the payment of the principal debt secured, or the interest due thereon, and so long as the agreements, covenants and conditions of this mortgage shall be faithfully performed, the first party, their heirs or assigns, shall retain possession of the premises hereby conveyed, and shall be entitled to appropriate for their own use all the income and profit derived therefrom; this assignment to terminate and become void upon the release of this mortgage.

That the second party, its successors and assigns, shall be subrogated for further security to the lien, though released, of record, of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage.

That in case the second party, its successors or assigns, shall hereafter appear in any of the land departments of the United States Government, or in any court or tribunal whatever, to defend the title and possession of the mortgaged real estate or the lien thereon, or appear in any court to prove the mortgage debt, all the costs and expenses of such appearance, shall be allowed the second party its successors or assigns, and such costs and expenses shall bear ten per cent interest from the date of the payment by said second party, its successors or assigns, and shall be an additional lien upon the mortgaged real estate, concurrent with and collected in the same manner as the balance of the mortgaged debt hereby secured.

That the property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall without regard to the place of contract or payment be construed and enforced according to the laws of the State of Kansas with reference to the law of which state the parties to this agreement are now contracting.

Now, if the payments are made as provided and all covenants and agreements fulfilled, this

Recorded 2/19/26 1926
Filed 2/19/26 1926
By J. M. Newlin
Notary Public
State of Kansas
Douglas County
This instrument was filed for record
Feb. 19, 1926. At 2:15 P.M.
J. E. Williams
Register of Deeds.
1926