

mortgage shall be null and void and shall be released at the cost of the first party, their heirs or assigns, which cost first party agrees to pay, but if the first party their heirs or assigns, shall make default in the payment of any note or notes at maturity, or any interest thereon when due, or the taxes or assessments aforesaid, or any part of either, or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, or in whole or in part, or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall at the option of the second party, or the legal owner of said indebtedness, become immediately due and payable without notice and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately and thereupon to be foreclosed in the manner prescribed by my law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents issues and royalties thereof, under direction of the Court, and any amount so collected by such receiver shall be applied, under direction of the Court to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage.

Dated this twelfth day of February 1926.

Erastus L. Campbell
Tennie Campbell

Witnesses:

State of Kansas)
County of Douglas) ss; Before me, the undersigned, a Notary Public, in and for said County and State on this fifteenth day of February 1926, appeared Erastus L. Campbell and Tennie Campbell, his wife, to me known to be the identical persons who executed the foregoing instrument and such persons duly acknowledged the execution of the same.

My Commission expires-----

Witness my hand and notarial seal the day and year above set forth.

J. B. Ross.

Notary Public in and for Douglas
County, Kansas.

L.S.

My Commission expires July 22, 1929.

) MORTGAGE.

From Worthie Horr

Bankers Mortgage Company.

State of Kansas Douglas County, ss;
This instrument filed for record
Feb. 20th, 1926 at 9:30 A.M.
Paul Wellman
Register of Deeds.

Reg. No. 1486
Fee Paid 1.25

This Indenture Made February 9, 1926 by and between----- Worthie Horr, a single person, of the County of Douglas, State of Kansas, party of the first part, and-----The Bankers Mortgage Company of Topeka, Kansas, party of the second part:

Witnesseth, That said party of the first part, in consideration of the sum of ----- FIVE HUNDRED (500) Dollars, paid by the said party of the second part, the receipt whereof is hereby acknowledged, does 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: Lot "line (9) Block Twenty-seven (27) Quivern Addition to Lawrence, Douglas County, Kansas

Subject to a Mortgage of Twenty-three Hundred Dollars (\$2300) to The Bankers Mortgage Company of Topeka, Kansas, of Section----- in Township ---- Range ----- of the Sixth Principal Meridian, containing in all ---- 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 party of the first part covenants with the party of the second part, that said party of the first part is lawfully seized in fee simple of said premises; that he has good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that he will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons and the said party of the first part hereby relinquish all his marital and homestead rights and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

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

First, That said party of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, ----- FIVE HUNDRED (\$500.00) Dollars ----- on the first day of January 1929 with interest thereon, payable Monthly from February 9, 1926 according to the terms of one promissory bond or note with interest notes attached, signed by said party of the first part, payable to the order of THE BANKERS MORTGAGE COMPANY OF TOPEKA, KANSAS, and bearing even date herewith.

Second, In consideration of the rate of interest at which the loan hereby secured is made said party of the First Part expressly agrees 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 mortgagors herein shall pay only so much of such taxes and assessments added to the interest herein and in said note contracted shall equal ten per cent on the principal of the debt hereby created and secured.

Third, Party of the first part agrees 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 companies to be approved by the second party, its successors or assigns, for not less than \$500.00

With National Board Standard Mortgage Clause attached in favor of the second party its successors or assigns, as their interest 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 party of the first part fail to perform any of the conditions or agreements of 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

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
At witness my hand this 3rd day of December, A. D. 1927
Paul Wellman
Register of Deeds

Recorded Dec. 31-1927
Paul Wellman
Register of Deeds