

From
Michael A. Anderson et ux
Bartlett Brothers Land & Loan Co.

Reg. No. 1536 To
Fee Paid 6.25

MORTGAGE.

State of Kansas, Douglas County, ss;
This instrument filed March 6th, 1926 at
1:45 P.M.

Paul E. Wellman
Register of Deeds

This indenture, made the first day of February, A.D. 1926, between-----
--Michael A. Anderson and Nellie Anderson, husband and wife, of the County of Douglas and State of
Kansas, party of the first part, and -----Bartlett Brothers Land and Loan Company, a corporation
under the laws of Missouri located at St Joseph, Buchanan County, Missouri, party of the second part,
Witnesseth, that the said party of the first part, in consideration of the sum of -----
Twenty-five hundred ----- Dollars ----- in hand paid, the receipt whereof is hereby acknowledged, do
hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and
assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:
The Northwest quarter of Section Twenty-three (23) in Township Twelve (12) of Range
Eighteen (18).

This conveyance is second and subject to a first mortgage in favor of Bartlett Brothers Land and
Loan Company, for forty-five Hundred Dollars (\$4500) due July 1st, 1930.

As Additional and collateral security for the payment of the note hereinafter described
and all sums to become due under this mortgage said party of the first part hereby assign to said
party of the second part, its successors and assigns, all the rents, profits, revenues, royalties, rights
and benefits accruing to said party of the first part under all oil and gas leases on said premises,
with the right to receive the same and apply them to said indebtedness as well before as after default
in the conditions hereof, and said party of the second part is further authorized to execute and del-
iver to the holder of any such oil and gas lease upon said premises a binding receipt for any payments
made under the terms of said lease or leases and to demand, sue for and recover any such payments when
due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

TO HAVE AND TO HOLD, the same, with appurtenances thereto belonging or in anywise appert-
aining including any right, title or every contingent right or estate therein, unto the said party of the
second part, its successors and assigns, forever; the intention being to convey an absolute title in
fee to said premises.

And the said party of the first part hereby covenant that they are lawfully seized of
said premises and have good right to convey the same, that said premises are free and clear of all in-
cumbances; and that they will warrant and defend the same against the lawful claims of all persons
whomsoever.

Provided, However, that if the said party of the first part shall pay, or cause to be paid
to the said party of the second part, its successors or assigns, the principal sum of (\$2500.00) Twenty
five Hundred --Dollars as follows: \$250.00 on March 1st, 1927; \$250.00 on March 1st, 1928;
\$250.00 on March 1st, 1929; \$250.00 on March 1st, 1930; and \$1800.00 on July 1st 1930, with interest
thereon at the rate of six per cent per annum, payable on the first day of March and September in each
year, together with interest at the rate of ten per cent per annum on any installment of interest which
shall not have been paid when due, and on said principal sum after the same becomes due or payable, a
according to the tenor and effect of a promissory note, bearing even date herewith, executed by the
said party of the first part and payable at the office of said Company, in St Joseph, Missouri; and
shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be
released at the expense of the said party of the first part, otherwise in full force and effect.

And the said party of the first part do hereby covenant and agree to pay, or cause to be
paid, the principal sum and interest above specified in manner aforesaid, together with all costs
and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred
and paid by the party of the second part, its successors or assigns, in maintaining the priority of this
mortgage.

And the said party of the first part do further covenant and agree until the debt hereby
secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State
of Kansas, on said premises, or on the lien created by this instrument, before any penalty for non
payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the
buildings thereon in good repair and insured to the amount of \$--- in insurance companies acceptable
to the said party of the second part, its successors or assigns, and assign and deliver to it or them
all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so,
the said party of the second part, its successors or assigns, may pay such taxes and assessments, make
such repairs or affect such insurance; and the amounts paid therefor, with interest thereon, from
the date of payment, at the rate of ten per cent per annum, shall be collectible with, as part of, and
in the same manner as, the principal sum hereby secured.

And the said party of the first part do further covenant and agree that in case of
default in payment of any installment of interest or in the performance of any of the covenants or
agreements herein contained, then, or at any time thereafter, during the continuance of such default,
the said party of the second part, its successors or assigns, may, without notice, declare the entire
debt hereby secured immediately due and payable, and thereupon, or in case of default in payment or said
promissory note at maturity, the said party of the second part, its successors or assigns, shall be en-
titled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in
case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold
together and not in parcels.

In Witness whereof, the said party of the first part have hereunto set their hand s
the day and year first above written.

Michael A. Anderson
Nellie Anderson.

State of Kansas)
County of Shawnee ss;

On this 27 day of February A.D. 1926, before me a Notary Public, in and for said
County personally appeared Michael A. Anderson and Nellie Anderson, his wife, to me known to be the
persons named in and who executed the foregoing instrument, and acknowledged that they executed the
same as their voluntary act and deed.

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

L.S.

My Commission expires Jan'y. 30, 1927/

Homer F. Wright
Notary Public,

JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kan-
sas, do hereby certify that the foregoing instrument was duly recorded in the
office of the Register of Deeds of said County, and that the same is a
true and correct copy of the original as the same appears from the
records in my office.

Witness my hand and seal, this 27th day of February, 1926.

JOHN CALLAHAN, Clerk of District Court.

ATTEST:

Paul E. Wellman
Register of Deeds