

but shall remain in full force and virtue and be binding upon us. Further that we obligate ourselves, jointly and severally, to pay, at maturity, both the said principal note and the interest thereon, evidenced by fourteen interest notes of even date herewith.

Witness our hands this 5th day of February 1926.

At the end of one year or at any interest paying date thereafter mortgagor has the option to pay on the principal of this note \$100 or any multiple thereof.

Jesse H. Crites

State of Kansas, Shawnee County, ss;

Be it Remembered that on this 13, day of Feb. A.D. 1926, before me, the undersigned, a Notary Public in and for said County and State, came Jesse H. Crites, his wife, who—personally known to me to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same. In Testimony Whereof, I have hereunto set my hand and affixed my official seal, on the day and year last above written.

Lucille Durheim
Notary Public.

Commission expires Sept. 14, 1928.

From
Floyd Royer et ux
To
Collins Mortgage Company

MORTGAGE.

State of Kansas Douglas County, ss;
This instrument filed March, 10, 1926.
at 2:55 P.M.

Wm. E. Williams
Register of Deeds.

Rec. No. 1534
Fee Paid 20c
✓

THIS INDENTURE Made this 24th day of February A.D. 1926, between Floyd Royer and Estella Royer, his wife --- parties of the first part, and --- Collins Mortgage Company, a corporation, party of the second part;

Witnesseth, That the said parties of the first part, in consideration of Eight Thousand and no/100 --- Dollars --- to them in hand paid, the receipt whereof is hereby acknowledged by these presents grant bargain, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit:

Northeast Quarter of Section Twenty (20) Township Twelve (12) Range Eighteen
East of the Sixth Principal Meridian-----

Together with the privileges and appurtenances to the same belonging.

TO HAVE AND TO HOLD the same to the said party of the second part, its successors and assigns forever.

And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever, and waive all right of homestead therein.

Conditioned however, That if Floyd Royer and Estella Royer, his wife,, said parties of the first part, their heirs executors administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, on March 1, 1933, the sum of Eight Thousand and no/100 Dollars, with interest according to the terms of a promissory note bearing even date herewith executed by Floyd Royer and Estella Royer, his wife, said parties of the first part to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgage, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed my law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which the parties of the first part agree to pay, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessments thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any installment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage including all payments for taxes, assessments insurance premiums, liens, expenses and attorney's fees herein above specified, shall, at the option of the party of the second part and without notice to the parties of the first part become due and collectible at once by foreclosure or otherwise.

In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

In presence of
State of Kansas
Finney County. } ss

Floyd Royer
Estella Royer

On this 27th day of February A.D. 1926 before me personally appeared Floyd Royer and Estella Royer 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.

G.O. Scherzinger
Notary Public in and for said
County.

My Commission expires. Feb 4, 1929

For Assignment
Book 67
Page 376

The following is a true and correct copy of the original instrument as recorded in the office of the Register of Deeds of the County of Douglas, State of Kansas, this 10th day of March, 1926, at 2:55 P.M. The instrument is a mortgage in and for said County and State, executed by Floyd Royer and Estella Royer, his wife, parties of the first part, to Collins Mortgage Company, a corporation, party of the second part, and its successors and assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit: Northeast Quarter of Section Twenty (20) Township Twelve (12) Range Eighteen East of the Sixth Principal Meridian. Together with the privileges and appurtenances to the same belonging. TO HAVE AND TO HOLD the same to the said party of the second part, its successors and assigns forever. And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever, and waive all right of homestead therein. Conditioned however, That if Floyd Royer and Estella Royer, his wife,, said parties of the first part, their heirs executors administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, on March 1, 1933, the sum of Eight Thousand and no/100 Dollars, with interest according to the terms of a promissory note bearing even date herewith executed by Floyd Royer and Estella Royer, his wife, said parties of the first part to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgage, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed my law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which the parties of the first part agree to pay, otherwise to remain in full force. It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessments thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage. And it is agreed that in case default shall be made in the payment of any installment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage including all payments for taxes, assessments insurance premiums, liens, expenses and attorney's fees herein above specified, shall, at the option of the party of the second part and without notice to the parties of the first part become due and collectible at once by foreclosure or otherwise. In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.