MORTGAGE RECORD 67

Now. if said parties of the first part shall, or cause to be paid to said party of the secon partite successors or assigns said rum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and affoct, But if said sum or sums of and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, then the whole of said rum any part thereof, and said party of the second part shall be entitled to the possession of said premises. Hereof, and said party of the second part shall be entitled to the possession of said premises. In Witness Thereof, The said parties of the first part have hereunto set their hands the day year first above written. premi Insur akin the p build may e secur by t tan Phil C. Bowen Helen M. Bowen ATA inter or the State of Kansas ISS Douglas County whole Be it remembered, That on this 12 day of May A.D. 1926 before me the undersigned a Notary Public in and for the county and state aforesaid came Thil C. Bowen and Helen M. Bowen his wife who are personally known to me to be the same persons who executed the within instrument of writing and sus persons have duly acknowledged the execution of the same. In Testimony Whereof, ¹ have hereunto set my hand and affixed my notarial seal the day and ond p be ter condi party of the year last above written. is her Walter G. Thiele Notary Public the da Term expires April 23, 1929 State Shawno a Note who ar and du State of Kansas Douglas co. ss MORTGAGE . 1725 yers 1 This instrument was filed for recor May 13, 1226. At 10:00 A.M. From Chas. W. Sehon Jac Wellmand Union Central Life Ins. co L.S. My Com Register of Deeds. Acgister of Deeds. This Indenture, Made and executed this tenth day of May 1926 by Charles W. Schon and Winnis H. Schon husband and wife of Douglas County, Kansas, parties of the first part, and The Union Contral Life Insurance Company, of Cincinnati, Chico, party of the second part: Mitnessoth, That the seid parties of the first part for and in consideration of the sur of Fifteen Mandred (\$1500.00) Dollars paid by the said party of the second part its successors and assigns, forever, the certain tract or parcel of real estate situated in Douglas County, Kansas, des-teribed as follows to-wit: Becinning at a point 52 role south of the second Olis, This From W To Hows to-wait Beginning at a point 52 rods south of the northwest corner of the southwest quarter of section two (2) Township twelve (12) Hange eighteen (18) thence south 108 rods to the south west corner thereof; thence east 160 rods to the southeast corner thereof; thence north 160 rods to the northeast corner thereof; thence west 100 rods; thence south 62-1/\$ rods; thence west 60 rods to the point of beginning. Also beginning at the southeast corner of the northeast quarter of section three (3). ¥. County Courses X Conford. thence west 50 rois to the point of Beginning. Also beginning at the southeast corner of the northeast quarter of section three (3), Tomship twelve (12, Hange eighteen (18) thence west 624 feet; thence north 320 feet to the center of county read; thence east along center line of said read to the section line; thence south along section line to beginning. Beginning at the southeast corner of the northeast quarter of section three (3), Township twelve (12) Hange eighteen (18), thence north to the south 110 of the county read; thence east along the south line of said read 350 feet; thence south 40 feet; thence east 791 feet thence south 333 feet; thence west 1141 feet to beginning. Also the north five (5) acres of the east fifty (50) acres of the southeast quarter of section three (3) Twp. twelve (12) Hange eighteen (18). Also beginning at the N.W. Cor, of the southwest unarter of sec. two (2) Twp. twelve (12) Hange eighteen (18) thence south 18 rods and 9 feet; thence east 60 rods, thence north 18 rods and 9 feet; theince swet 60 rods to beg. All of the abord described land is east of the sixth Frincipal Meridian and contains one hundred and sixty five (185) acres , nore or less. And Thereas the mortgage herein is the owner and holder of a prior mortgage upon the presises herein described which prior mortgage is recorded in book 46, page 475 of the lortgage records of Douglag County, State of Kanaas, it is agreed by the parties herein that failure on the part of the mortgagors to comply with the conditions either of this mortgage or of the aforesaid prior mortgage shall at the option of the mortgage, make both mortgage is inducively due and mortgage shall a the south of a the artigage, make both mortgage sized into y due and payable and and mortgage eshall thereupon be entitled to forcelse both of asid mortgages. corport of the acknow! BANK of Towner C cordanc Sille South · Sour his wit Lansas the .0 Q. The second 20 and the second togethe in Cuthel of Deed A.M. in 200,000 by secu Suc to the Funda Juna By E.C. for its both mortgages inneriately due and physicle and said mortgages shall thereapon be entitled to foreclose both of said mortgages. Toscure the payment of a debt evidenced by certain promissory note of even date herewith signed by Charles W. Schon, Winnie H. Schon and Curtis H. Schon party of the first part, and payable to the said party of the second part at its home office in Charlmant, Ohio more fully described as follows: One principal note for the sum of Fifteen Hundred Dollars payable on September 1,1855,or it partial number mine to extend the construction of the fiteen fundated the second part. by it January to Jacome L orp Se. Attest; A. B. T partial payments prior to maturity in accordance with stipulation throwing, with interest from date until payments prior to maturity in accordance with stipulation throwing, with interest from date until paid at the rates therein specified; interest until maturity being evidenced by interest notes of even date , which draw interest after maturity until paid at the rate therein specified. The seid parties of the first part hereby covenant and agree with the said party of the second part, its successors and assigns, as follows: 6 19.34 " Sugar Sunday -State of Sedgwic First-To pay all taxes, assessmants and charges of every character, wich are now, or which, become liens on said real estate. To pay taxes accessed in Kansas against party of the second part Fublic v may any became liens on sale real detate. To pay taxes assessed in Kangas against party of the second part or its assigns, on this mortgage or the notes or debt secured hereby before the same became delinquent provided the amount of such latter taxes together with the interest on the loan secured hereby does not exceed the maxium primited by law to be paid, but if it does the excess is to be paid by the said party of the second part. If said party of the first part does not pay the taxes, liens or assessments herein covenanted to be paid, the helder of this mortgage may may them and be entitled to interest on the same at the rate of ten per cent per unnum , and this mortgage shall stand as security for the amount so make with interest. Joint St the Fede foregoir Sei & Quartery day and L.S. so paid, with interest. My Commi Second - To keep said real criate and all buildings, fences and other improvements on said real estate in as good condition and repair as of this date. To permit no waste, or allow any cutting of timber, except for making and repairing the offnees on the place, and such as shall be necessary for fire-wood for use on soid real estate. 211

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