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Ex. No. 5.00  
Fee Paid

# MORTGAGE RECORD 67

## MORTGAGE.

From Charlotte E. Snyder et vir  
To Morris County Savings and Loan Ass'n.

State of Kansas Douglas Co. ss/  
This instrument filed for record  
May 17th, 1926 at 11:30 A.M.  
*Lois B. Wellman*  
Register of Deeds

This Indenture Made this 14th day of May in the year of our Lord One Thousand Nine Hundred Twenty-six, by and between Charlotte E. Snyder and Harry E. Snyder--- wife and husband of the County of Morris and State of Kansas, parties of the first part, and The Morris County Savings and Loan Association (incorporated under the laws of Kansas) located at Council Grove, Kansas, party of the second part, Witnesseth that the said parties of the first part, for and in consideration of the sum of Two Thousand and no/100 --- Dollars to us in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell convey and confirm, unto the said party of the second part, and to its successors and assigns, forever, all of the following described tract, piece or parcel of land, lying and situate in Lawrence, Kansas, County of Douglas, and State of Kansas, to-wit:

West Sixty-five (65) feet of Lot One Hundred Forty-four (144) on Tennessee Street  
in city of Lawrence, Kansas-----

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided Always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

First. Said Parties of the first part are justly indebted unto the said party of the second part in the principal sum of Two Thousand and no/100--- Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Morris County Savings & Loan Ass'n, and payable according to the tenor and effect of One certain First Mortgage Real Estate Note, numbered R.C. 34, executed and delivered by the said parties of the first part bearing date May 14th, 1926, and payable to the order of the said The Morris County Savings and Loan Association at the office of said Association, in Council Grove, Kansas, with interest thereon from date until maturity. Interest payable semi-annually, on the 30th days of June and December in each year, and 10 per cent per annum after maturity.

Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises, and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. Said parties of the first part hereby agree to keep all buildings, fences, and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of ---Three Thousand and No/100 --- Dollars --- less, if any, payable to the Mortgagee or its assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have the buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder, of said note, may deliver said policy to said party of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said parties of the first part hereby assign to the said party of the second part its successors and assigns, the rents and income arising at any and all times from the aforesaid mortgaged premises, and do hereby authorize said party of the second part, its successors and assigns, at its option, to take possession of the said premises, collect and receipt for all rents and income and apply the same to the payment of interest, insurance premiums, taxes, assessments, principal payments, repairs of improvements necessary to keep said property in a tenable condition, or any other charges provided for in this mortgage, provided said payments or charges are in arrears.

It is also agreed that the taking of possession shall in no manner prevent or retard the said second party in the collection of said sums by foreclosure or otherwise.

Sixth. Said parties of the first part hereby agree that if the makers of said note shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisal of said real estate, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.

In Testimony Whereof, the said parties of the first part have hereunto subscribed their names on the day and year above mentioned.

Charlotte E. Snyder  
Harry E. Snyder

State of Kansas, Morris County, ss;

Be It Remembered That on this 14th day of May A.D. Nineteen Hundred Twenty-six, before me, the Undersigned, a Notary Public, in and for said County and State, came Charlotte E. Snyder and Harry E. Snyder, wife and husband, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed and duly acknowledged the execution of the same, to be their voluntary act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.  
L.S. C. M. Griesmer, Notary Public  
Term expires February 6th, 1928.

*The following is endorsed on the original instrument:*  
Received April 22, 1926.  
Lois B. Wellman  
Register of Deeds.