

# MORTGAGE RECORD 67

405

MAPL DOOR NORTH STATIONERY CO KANSAS CITY MO 64114

State of Kansas  
County of Douglas

On this eleventh day of August 1926 before me the undersigned a Notary Public duly commissioned and qualified for and residing in said county and state personally came Edward Bungardner and his wife Stella K. Bungardner to me personally known to be the identical person described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be voluntary act and deed.

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

My Commission expires December 15, 1929

D. Coen Byrn.  
Notary Public.

From  
Edward Bungardner  
To  
Bankers Mtg. Co

MORTGAGE

State of Kansas, Douglas Co. ss  
This instrument was filed for record  
Aug 12, 1926. At 10:20 A.M.

*Barth Wellman*  
Register of Deeds.

This Indenture, Made August 3, 1926 by and between Edward Bungardner and Stella K. Bungardner his wife, of the county of Douglas State of Kansas, parties of the first part, and The Bankers Mortgage Company of Topeka, Kansas, party of the second part:

Witnesseth, That said parties of the first part in consideration of the sum of Eight Hundred and no/100 (\$800.00) Dollars paid by the said party of the second part the receipt whereof is hereby acknowledged do 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 three (3) and the south 25 feet of lot two (2) Block eight (8) of Babcock's Addition to the city of Lawrence, Douglas County, Kansas.

The debt secured by this mortgage is further secured by a sixteen Hundred Dollar (\$1600) Savings Bond in The Bankers Mortgage Co. of Topeka, Kansas no----- and is agreed that any default of any payholder thereof to foreclose the same. 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 parties of the first part covenant with the party of the second part that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they 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 parties of the first part hereby relinquish all their 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 parties of the first part shall pay or cause to be paid to the party of the second part, its successors or assigns. Eight Hundred & 00/100 (\$800.00) Dollars on the first day of July 1926 with interest thereon payable semi-annually from August 5, 1926 according to the terms of one promissory bond or note with interest notes attached signed by said parties 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 parties of the first part expressly agree 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 as, 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, Parties of the first part agree 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 \$800.00 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 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 parties of the first part fail to perform any of the conditions or agreements in 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, without further notice and this mortgage may then be foreclosed and the mortgaged premises sold in one body without appraisal. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgage exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

Sixth, And it is further agreed that if an action is commenced to foreclose this mortgage the said second party, its successors or assigns shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receiver's

Rec. No. 1942  
1926

Recorded March 18, 1927  
Barth Wellman  
Register of Deeds

The following is endorsed on the original instrument:  
The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged.  
At witness my hand this 16th day of March, 1927.  
D. Coen Byrn.  
Notary Public.