

MORTGAGE RECORD 67

409

RECORDED IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF DOUGLAS COUNTY, KANSAS, AT THE CITY OF DOUGLAS, KANSAS, THIS 12TH DAY OF AUGUST, 1926.

and release said mortgage the same being recorded in mortgage book 60 at page 252 records of Douglas County, Kansas.

I.L. Hartup
W.W. Drabs
Barbara Worley
M.F. Cole
M.M. Iliff

Trustees of the Church of the United Brethren in Christ of Leocompton, Kansas.

State of Kansas }
Douglas County }SS

Be it remembered, That on this 12 day of August 1926 before me J.W. Kreider, a Notary Public in and for the county of Douglas State of Kansas came I.L. Hartup, W.W. Drabs, Barbara Worley, M.F. Cole and M.M. Iliff to me known personally and known to be the Trustees of the Church of the United Brethren in Christ of Leocompton, Kansas and to me known to be the persons who executed the foregoing instrument of writing and acknowledged their execution of the same in such capacity.

Witness my Hand and official seal this 12 day of August, 1926.
IS
My commission expires January 8, 1930.

J.W. Kreider.
Notary

From
Edward Bungardner et al
To
Bankers Mtg. Co.

MORTGAGE.

State of Kansas, Douglas Co. ss
This instrument was filed for record Aug. 19, 1926. At 9:25 A.M.

E. Wellman
Register of Deeds.

This Indenture, Made August 18, 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 Eighteen Hundred & 00/100 (\$1800.00) 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) Block eight (8) and the south twenty five (25) feet of lot two (2) Block eight (8) of Babcocks Addition to the city of Lawrence, Douglas County, Kansas.
Also beginning on the south line of the north half of the southwest quarter of section 36 township 12, range 19, at a point 1498 feet west of the southeast corner of the north half of the southwest quarter of said section 36, thence west 155 feet, thence north 305 feet, thence east 155 feet, thence south 305 feet, to the place of beginning. Also beginning at a point 1653 feet west and 356 feet north of the southeast corner of the north half of the southwest quarter of said section 36, township 12, range 19, thence north 140 feet, thence east 100 feet, thence south 140 feet, thence west 100 feet to the place of beginning, Douglas County, Kansas.

This mortgage is given to secure the same notes as two mortgages previously executed, one for \$1000. recorded on book 87 page 404 Douglas County, one for \$800 recorded on book 67 page 405 Douglas County. ---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 successor or assigns, Eighteen Hundred & 00/100 (\$1800.00) Dollars on the first day of July 1926 with interest thereon payable semi-annually from August 18, 1926 according to the terms of two promissory bonds or notes 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 \$1800.00 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 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

No Tax.
E. Wellman
Register of Deeds.
Indorsed Release See Book 17 Page 525.
Remitted Dec. 7, 1928.
By J. O. Crawford.
Notary Public.
The following is enclosed on the original instrument.
This mortgage is subject to the original instrument.
As witness my hand this 12th day of August, 1926.
Attest:
A. D. 1926