

# MORTGAGE RECORD 67

417

KANSAS RECORDS SECTION STATIONERY CO. KANSAS CITY, MO. 6414

a notary public in and for said county and state came Alma D. Holland and husband Hal J. Holland who are personally known to me to be the parties who executed the within instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

LS  
My commission expires Jan/24, 1920

L.R. Hoagland  
Notary Public.

State of Missouri  
County of Clinton

;

Be it remembered, That on this 11<sup>th</sup> day of August 1926 before me the undersigned a Notary Public in and for said county and state came Agnes H. Hockensmith and husband John I. Hockensmith who are personally known to me to be the parties who executed the within instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

LS  
My commission expires Sept. 4, 1927.

William J. Althaus  
Notary Public.

From  
William E. Hockensmith  
To  
Inter-State Nat'l. Bank.

MORTGAGE.

State of Kansas, Douglas County, ss  
This instrument was filed for record  
Aug. 30, 1926. At 8:45 A.M.

W. E. Wellman  
Register of Deeds.

Reg. No. 1988  
File Paid 112

This Indenture, Made this twenty second day of May in the year of our Lord nineteen hundred and twenty six by and between William E. Hockensmith and Halsey Ida Hockensmith his wife of Riley County, State of Kansas and Agnes H. Hockensmith and John I. Hockensmith her husband of the county of Clinton and state of Missouri parties of the first part and The Interstate National Bank, of Kansas City, Missouri, party of the second part:

Witnesseth, That the said parties of the first part in consideration of the sum of Forty Five Hundred and no/100 Dollars to them in hand paid the receipt whereof is hereby acknowledged do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors and assigns all of the following described real estate situated in the county of Douglas and state of Kansas, to-wit:

Southeast quarter (SE $\frac{1}{4}$ ) of section fifteen (15) Township fifteen (15) Range

Twenty (20)

To Have and To Hold the same with all and singular the hereditaments and appurtenances thereunto belonging or in any wise 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 incumbrances 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 these presents are upon the following agreements covenants, and conditions, to-wit:

First, That the parties of the first part are justly indebted to the party of the second part in the sum of Forty Five Hundred and no/100 Dollars according to the terms of one certain mortgage note of even date herewith executed by said parties of the first part in consideration of the actual loan of said sum with interest from June 1, 1926 on the whole amount of said principal sum remaining from time to time unpaid at the rate of 8 $\frac{1}{2}$  per centum per annum payable semi-annually; both principal and interest being payable and all other indebtedness accruing hereunder being payable in gold coin of the present standard of weight and fineness, at the National Bank of Commerce, New York, N.Y. or at such other place as the legal holder of such principal note may in writing designate, according to amortization plan in 68 equal semi-annual installments of One Hundred Forty six and 25/100 Dollars each, and one semi-annual installment (the last to mature) of One Hundred Forty five and 85/100 Dollars, all due and payable as follows, One Hundred Forty six and 25/100 Dollars on the first day of December A.D. 1926 and a like sum of One Hundred Forty six and 25/100 Dollars semi-annually thereafter on the first days of December in each and every year to and including the first day of June 1960 and the last installment of One Hundred Forty five and 85/100 Dollars on the first day of December 1960 by which and when the said entire principal sum and interest shall be fully paid; and if any installment payment as provided for in said note is not paid when due, said defaulted installment or installments shall bear interest at the rate of ten per centum per annum from the date of such default, until paid.

Second, That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof, to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of -- Dollars in insurance companies acceptable to the party of the second part with policies which in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgages, or loss payable clauses, all the policies of insurance on said buildings, and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part is authorized to and may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

Third, That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments, charged against said property, and may insure said property if default be made in the covenant to insure and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage and may be recovered with interest at ten per cent, in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that any judgment rendered thereon shall provide that the whole of said real estate shall be sold together and not in parcels.

Fourth, That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part, as additional and collateral security for the payment of all the indebtedness secured hereby and the said party of the second part is entitled to the possession of said property by receiver or otherwise as it may elect.

-Continued on Page 419-

For signature  
See Book 67  
Page 457.

See signature - Ed. - 1926 - 19 1926 - 225