

435

MORTGAGE.

State of Kansas Douglas co. ss
This instrument was filed for rec-
-ord Sep. 29, 1926. At 4:40 P.M.

Isa E Wellman
Register of Deeds.

Know All Men By These Presents, That William H. Bailey a single man of lawful age, of Douglas County, State of Kansas, parties of the first part hereinafter called the first party, have mortgaged and hereby mortgage, convey, and warrant to Southwest Mortgage Company, of Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas to-wit:

The west half of 1/4 of the

The west half ($\frac{1}{2}$) of the southeast quarter ($\frac{1}{4}$) and the south half ($\frac{1}{2}$) of the southwest quarter ($\frac{1}{4}$) all in section no. sixteen (16) Township no. fifteen (15) south range no. twenty one (21) east, containing in all one hundred sixty acres more or less, together with all the improvements thereon, and the appurtenances thereunto belonging.

This mortgage is given as security for the performance of the covenants and agreements herein, and to secure to Southwest Mortgage Company, its successors and assigns, the payment of the sum of Seven Thousand and no/100 Dollars, with interest thereon according to the terms of one certain promissory note executed and delivered by the first party to the second party due and payable according to the terms thereof with interest payable, annually according to the terms of interest coupons thereto attached all of which said notes being of even date herewith, payable in lawful money of the United States of America, with exchange on the city of New York at the southwest Trust Company, Kansas City, Missouri, and each bearing interest at the rate of ten per cent per annum after maturity until paid.

The first party hereby covenants and agrees:
That they are lawfull seized in fee simple of the real estate hereby conveyed, and that they have a good right to sell and convey the same as aforesaid; that the said real estate is free and clear of all encumbrances and that they and their heirs, executors and administrators will warrant and defend the same unto the said second party its successors and assigns, against all lawful claims and demands:

That they will pay said note or notes hereby secured and interest thereon as the same shall become due and payable. To neither commit nor suffer waste; To pay all taxes and assessments levied upon said real estate or upon the lien hereby created by virtue of any law of the state of Kansas, to whomever assessed before same shall have become delinquent. To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado, to the amount of twenty three Hundred Dollars for the benefit of the second party, its successors and assigns in an insurance company acceptable to it, and to deliver the said insurance policies and renewal receipts to the said second party; and upon failure to comply with either of these conditions, the first party agrees that it is agreed that the owner of this mortgage may pay the said taxes or assessments or the cost of such insurance and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment and said sum or sums so paid shall be immediately due and payable and shall be an additional lien upon said real estate and be secured by this mortgage and may be collected in the same manner as the principal debt hereby secured.

That as additional and collateral security for the payment of the debt hereinbefore described the first party hereby assigns to the second party its successors and assigns, all right, title and interest in and to all royalties and rentals accruing to them under all oil, gas, mineral, agricultural or other leases on said real estate, and directs any lessee on demand, to pay the said second party its successors and assigns, all royalties and rentals that may be payable to them under the terms of any such lease of said real estate; provided that so long as no default be made in the payment of the principal debt hereby secured, or the interest due thereon, and so long as the agreements covenants and conditions of this mortgage shall be faithfully performed, the first party their heirs or assigns, shall retain possession of the premises hereby conveyed, and shall be entitled to appropriate for their own use all the income and profit derived therefrom; this assignment to terminate and become void upon the release of this mortgage.

That the second party, its successors and assigns, shall be subrogated for further security to the lien though released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage.

That in case the second party its successors or assigns shall hereafter appear in any of the land departments of the United States Government, or in any court or tribunal whatever, to defend the title or possession of the mortgaged real estate or the lien thereon, or appear in any court to prove the mortgage debt, all the costs and expenses of such appearance, shall be allowed the second party its successors or assigns, and such costs and expenses shall bear ten per cent interest from the date of payment by said second party its successors or assigns and shall be an additional lien upon the mortgaged real estate concurrent with and collected in the same manner as the balance of the mortgage debt hereby secured.

That the property herein described being located in the state of Kansas this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment be construed and enforced according to the laws of the state of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

Now if the payments are made as provided and all covenants and agreements fulfilled, this mortgage shall be null and void, and shall be released at the cost of the first party, their heirs or assigns, which cost first party agrees to pay, but if the first party, their heirs or assigns, shall make default in the payment of any note, or notes at maturity, or any interest thereon when due, or the taxes or assessments aforesaid, or any part of either or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit, for agricultural purposes, in whole or in part, or the security impaired, or if any of the terms of this contract are violated then in any or either of said events, the whole of the sums hereby secured shall, at the option of the second party or the legal owner of said indebtedness, become immediately due and payable, without notice, and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a receiver appointed to take charge of the premises to rent the same and receive and collect the rents; issues and royalties thereof, under direction of the court, and any amount so collected by such receiver shall be applied, under direction of the court, to the payment of any judgment rendered or amount found due upon foreclosure of this mortgage.

Dated this First day of September, 1926.

William H. Bailey.

Witnesses:

This Release
was written
on the original
Mortgage,
entered
this 23 day
of October
1941
Harold A. ...
Reg. of Deeds

Reg. No. 2071
Vol. 1750

Received from the
National Archives
on August 18, 1963
by assigned on Sept 17, 1963 579

2.
 1. Saw Howard exp. 14/100 of above, in full satisfaction of the within mortgage.
 Michigan National Life Insurance Company
 by: Volney E. Evans, J of Vice President
 Attest: C. E. Tully, Secretary

Sam H. Bailey the ⁵ with in named mortgages the sum of \$1000.00 to be paid to the said Sam H. Bailey the 15th day of October, 1941.

Carry A. Traylor, Notary Public
Tulsa, Okla. No. 299, Exp. 12-3-31
H. C. Allen, No. 964, Exp. 12-3-7-39
Commission expires 10 April, 1942.