

and effect of said notes then these presents shall be null and void. But if said sums of money or either of them or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sums and interest shall, at the option of said party of the second part, by virtue of this mortgage immediately become due and payable, or if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said notes and the whole of said sums shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; and upon forfeiture of this mortgage or in case of default in any of the payments herein provided for, the party of the second part its heirs, executors, administrators and assigns shall be entitled to a judgment for the sums due upon said notes and the additional sums paid by virtue of this mortgage with interest on said additional sums so paid at the rate of ten per cent per annum from the date of payment of said sums and costs and a decree for the sale of said premises in satisfaction of said judgment foreclosing all rights and equities in and to said premises of the said parties of the first part their heirs and assigns and all persons claiming under them. And the said parties of the first part shall and will at their own expense from the date of the execution of this mortgage until said notes and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected and to be erected on said lands insured in some responsible insurance company duly authorized to do business in the state of Kansas, to the amount of Twenty five Hundred and No/100 Dollars for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in its own name and the premium or premiums costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

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 heirs and assigns forever, against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Clarence N. Stallard (SEAL)
Nora E. Stallard (SEAL)

Executed, and delivered in presence of:-----

State of Kansas |
County of Douglas |SS

Be it remembered, That on this 29th day of September, A.D. 1926 before me the undersigned a Notary Public in and for said county and state came Clarence N. Stallard and Nora E. Stallard his wife who are personally known to me to be the identical persons described in and who executed the foregoing mortgage and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

I.C. Stevenson
Notary Public.

IS
My commission expires Oct. 18, 1928.

From
Grace S. Black
To
Pioneer Mtg. Co.

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Oct. 1, 1928 At 9:56 A.M.

Register of Deeds.

This Indenture, Made this 28th day of September A.D. 1926 by and between Grace S. Black, a widow of the county of Douglas and state of Kansas, party of the first part, and The Pioneer Mortgage Company, a corporation organized under the laws of the Kansas, of Topeka, State of Kansas, party of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Fifteen Hundred and no/100 Dollars to her in hand paid the receipt whereof is hereby acknowledged does 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:

The southeast quarter of the southeast quarter of section one (1) Township fifteen (15) Range nineteen (19) east of the sixth principal Meridian and containing forty (40) acres more or less.

To Have and To Hold the same with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining and all rights of homestead exemption unto the said party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she 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 party, of the first part is justly indebted to the party of the second part in the sum of Fifteen Hundred and no/100 Dollars according to the terms of one certain mortgage note of even date herewith executed by said party of the first part in consideration of the actual loan of the said sum and payable to the order of the said party of the second part with interest thereon from October 1st, 1926 at the rate of 5% per cent per annum payable on the first day of October and in each year according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America at the office of The Pioneer Mortgage Company, in Topeka, Kansas and all of said notes bearing ten per cent interest after maturity.

Second, That the party of the first part agrees 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

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File 3.75

572 assignment, ss 85-231