

MORTGAGE RECORD 67

439

RAML DOOR NORTH STATIONERY CO KANSAS CITY MO 64114

the amount of \$1500.00 in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage to assign and deliver to it, with satisfactory mortgage 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 may collect the insurance moneys or may deliver the policies to the said party 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 re-building.

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 if suit shall be filed for the foreclosure of this mortgage may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the party of the first part; 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 the judgment rendered 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 a receiver or otherwise as it may elect.

Fifth, That the party of the first part hereby agrees to pay all taxes and assessments, general or special which may be assessed upon said land, premises or property or upon the interest of the party of the second part therein, and not to suffer or permit all or any part of the taxes or assessments to become, or remain delinquent or any interest therein to be sold for taxes.

Sixth, That the parties hereto further agree that all the covenants and agreements of the party of the first part herein contained shall extend to and bind her heirs, executors, administrators and assigns.

Seventh, That if such payments be made as herein specified this conveyance shall be void, but if any note herein described whether for principal or interest or any part of the indebtedness secured by this mortgage or any interest thereon be not paid when due or if default be made in any covenant or agreement herein contained, or if at any time any law either federal or state, should be passed imposing or authorizing the imposition of any specific tax upon mortgages or bonds or upon the principal or interest money secured by bonds or mortgages or by virtue of which the owner for the time being, of the land above described shall be authorized to pay any such tax upon said bond or mortgage or principal or interest thereby secured, or on the security or either of them and deduct the amount of such tax paid from any money or principal of interest secured by said bond and mortgage then in any such case the said principal sum herein secured with all arrearages of interest thereon, shall at the option of the holder of this mortgage be and become immediately due and payable anything in the note or bond hereby secured or in this mortgage contained to the contrary notwithstanding; and it shall be lawful and the said mortgagor does authorize the said mortgagee to at once foreclose this mortgage; and no failure on the part of second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present or future default hereunder and in case of default of payment of any sum herein covenanted to be paid when due, the first party agrees to pay to said second party interest at the rate of ten per cent per annum computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

Eighth, As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said party of the first part hereby assigns, to the said party of the second part all the profits, revenues, royalties rights and benefits accruing or to accrue to her under all oil gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage.

In Witness Whereof, The said party of the first part has hereunto subscribed her name and affixed her seal on the day and year above mentioned.

Grace S. Black (SEAL)

State of Kansas }
Douglas County }SS

Be it remembered, That on this 30th day of Sept. A.D. 1926 before me the undersigned a Notary Public in and for the county and state aforesaid came Grace S. Black, a widow to me personally known to be the same person who executed the foregoing instrument; and duly acknowledged the execution of the same.

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

IS
Commission expires Apr. 7, 1929.

Chas E. Beeks
Notary Public

From
I. Milton Kring
To
Bankers Life Ins. Co.

MORTGAGE

State of Kansas, Douglas co. ss
This instrument was filed for record
Oct. 2, 1926. At 2:35 P.M.

Register of Deeds.

This Indenture, Made September seventeenth, 1926 by and between I. Milton Kring and Jessie I. Kring his wife of the county of Douglas, State of Kansas, parties of the first part and the Bankers Life Insurance Company of Nebraska, party of the second part:

Witnesseth, That said parties of the first part in consideration of the sum of Forty five Hundred (\$4,500.00) 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:

The east seventy (70) acres of the south half of the northeast quarter of section nine (9) and the south half of the northwest quarter of section ten (10) in Township fifteen (15) south range nineteen (19) East of the sixth principal Meridian, containing in all one hundred fifty (150) 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

Reg. No.

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Reg. No.

Fee Paid

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