MORTGAGE RECORD 67

MORTGAGE

Joseph Schehrer To Collins Mtg. Cp.

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Cuncer Sever S.C. State of Kansas, Douglas County, ss This instrument was filed for record Nov. 26, 1926. At 2:45 P.M. Saa E. Ulelman.

Register of Deeds.

This Indenture, Made the 1st day of November, A.D. 1926 between Joseph Schehrer and Burge Schehrer his wife parties of the first part and Collins Mortgage Company a corporation party of

the second part. Witnesseth, That the said parties of the first part in consideration of Five Thous-and and no/100 Dollars to them in hand paid the receipt whereof is hereby acknowledged do by these presents, grant, bargain, cell and convey unto the said party of the second part and its successors and assigns forever, the following described real estate situated in the county of Douglas and state of Kansas, to-wit: Northeast quarter of section eight (8) Township fourteen (14) Range twenty one (21' eag of the sixth Frincipal Meridian.

and the first Source and Super is from producting all the concern sources of the first source of the first Easage to write Northeast quarter of section eight (3) Township fourteen (14) Range twenty one (21' easof the sixth Frincipal Moridian. To have and to hold the same to the and party of the second part its successors an assigns forever. And the said prites of the first part hereby corenant that they have good right to soll and convey said premises and that they are free from incumbrance, and hereby warrant the title therete against all persons whomscever, and whive all right of homestead therein. Conditioned Bowever, That if Joseph Schehrer and Burge Schehrer his wife said parties of the site successors or assigns, and horeby warrant the title therete against all persons whomscever, and mive all right of homestead therein. Conditioned Bowever, That if Joseph Schehrer and Burge Schehrer his wife said parties of the first part their heirs, executors, administrators or assigns thall pey or cause to be paid to the said party of the second part its successors or assigns, and parties of the first part their heirs, executors, administrators or assigns that pey or cause to be paid to the sold party of the second part it successors or assigns on November 1, 1931 the sum of Fire Thousand and no/100 Dollars with interest according to the terms of a promissory note bearing even, date hergewith executed by Joseph Schehrer and Eurge Schehrer his wife, said parties of the first part there of anass upon said premises, or any part there of or upon the interest of the mortgages, its successors or assigns, in said premises or upon the mote or debt secured by this mortgage and office, before the day fixed by law for the first interest or panalty to accrue there on the officie, before the day fixed by law for the first interest or panalty to accrue there on the officie, before the day fixed by law for the second part, its successors or assigns, shall pay all prior liens in any which may be found to exist on said property , and all expenses and attorney's fees incured upon demand by the said party of the second part, its successor

It is agreed that if the insurance above provided for is not promptly effectidand the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinhefore provided, the said party of the second part its successors or assigns, (misther electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or ass-essment; thereof leing expressly mived) and may pay such liene expenses and attorney's fees and all such payments with interest thereon from the time of payment at the rate of eight per centum per annu-shall be decided part of the indebtedness secured by this mortgage. And it is agreed that in case defauld shall be nade in the payment of any installment of said note or of interest thereon should on the whole indebtedness secured by this mortgage including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein is not be and attorney is fees herein be able to comply with any cend-ition of this mortgage then the said note and whole indebtedness secured by this mortgage including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein

all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein above specified, shall at the option of the party of the second part, and without notice to the parti of the first part become due and collectible at once by foreclosure or otherwise. In Witness Whereof, The said parties of the first part have hereunto set their

hands the day and year first above written.

Joseph Schehrer Burge Schehrer.

In Presence of Adolph Lotz Jr.

State of Kansas Douglas County (SS

On this 24th day of November, A.D. 1926 before me personally appeared Joseph Schehrer and Burge ^Schehrer his wife to me known to be the persons named in and who executed the fore-going instrument and acknowledged that they executed the same as their voluntary act and dedd.

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Adolph Lotz Jr.

Notary Public, in and for said count

My Commission expires January 29th, 1927.