

BANK, DODGE WORTH STATIONERY CO KANSAS CITY MO 64114

Witnesseth, That the first parties for and in consideration of the sum of Seven Thousand Dollars in hand paid by the second party to the first parties the receipt of which is hereby acknowledged have sold and by these presents do grant, convey and confirm unto the second party its successors and assigns forever, all of the following described real estate lying, and situated, in the county of Douglas and state of Kansas, to-wit:

The southeast quarter of section five (5) Township fourteen (14) south, Range twenty (20) east of the 6th P.M. with all the appurtenances and hereditaments belonging thereto or situated thereon and the first parties do hereby covenant and agree that at the delivery hereof they are the lawful owners of the above granted premises and seized of a good and indefeasible estate of inheritance therein, free of all encumbrances.

Provided Always, And these presents are upon these express conditions; that if the first parties their heirs or assigns, shall well and truly pay or cause to be paid to the second party, its successors or assigns the sum of Seven Thousand Dollars with interest thereon at the time 1926, executed by the first parties and payable to the order of THE FARMERS & BANKERS LIFE INSURANCE COMPANY (at its Home Office in Wichita, Kansas) in amount and due as follows:

\$266.88 shall be paid semi-annually on the 27th day of May & November for the first 2 years \$406.88 semi-annually thereafter, after the date hereof and until said principal sum shall have been paid in full. From each such payment there shall first applied \$66.88 to pay the semi-annual premium on said Life Insurance Policy Number 47202, second, an amount equal to six per cent per annum on the unpaid principal and the balance to be credited on the unpaid principal of the note. All payments to draw ten per cent interest after their due date until paid.

The first parties for themselves, their heirs, ^{executors} administrators and assigns, stipulate and agree as follows:

First; That the lien created by this instrument is a first lien on the above described land and all of the improvements thereon.

Second: To pay the indebtedness as herein provided and until the same is fully paid to keep the improvements thereon insured at the expense of the first parties in a company or companies satisfactory to second party and deliver to second party the policy or policies of insurance or renewal insurance policies, ten days before any such policy expires.

Said insurance shall be maintained in the sum of \$3,500.00 covering fire and tornado with mortgage clause of THE FARMERS & BANKERS LIFE INSURANCE COMPANY attached thereto.

Third; That the mortgage indebtedness is fully paid, to pay all semi-annual premiums in advance and to keep said policy of life insurance Number 47202 on the life of Theodore R. Wiggins in full force and effect.

Fourth; To pay all taxes, charges and special assessments on the real estate hereinbefore described, before the same become delinquent under the law of the State where the same is located and to fully protect the second party's title and lien on said property hereby created against all claims and demands whatsoever.

Fifth; To keep all improvements on said property in good repair, usual wear and tear excepted.

Sixth; That on default in the payment of any taxes, charges, or special assessments which may be imposed by law upon said premises, or any part thereof, or on the failure to keep said property insured or pay the premiums of insurance on the improvements, the second party, may at its option, pay or cause to be paid such taxes, charges, special assessments, or premiums of insurance on the improvements aforesaid, and the amount or amounts so paid, with interest thereon at the rate of ten per cent per annum from date of payment shall constitute a lien on the above described land and be secured by this mortgage and recovered in an action of foreclosure the same as if it were a part of the unpaid mortgage debt.

Seventh; It is further agreed that after the payment of three annual premiums in cash by the insured under policy Number 47202 according to its terms or sooner, if according to the terms of such policy it shall have any reserve value, privileges or benefits the second party, may at its option, apply such reserve value or part thereof as it may see fit or any other privilege or benefits attaching to said policy of life insurance as may be necessary, to the payment of any and all interest due on this loan, or at the option of the second party, to the automatic payment of any premium due on said policy of life insurance according to its terms, all without prejudice to second party's right to declare the entire indebtedness due and payable if it sees fit, and to foreclose this mortgage according to law, and also at its option to cancel said policy of life insurance according to its terms, and in harmony with the Statutes of Kansas for the cancellation of life insurance policies on account of the non-payment of premium when due.

Eighth: That the second party may resort, for the payment of said principal monies, interest and insurance premiums on the life of Theodore R. Wiggins to its several securities therefore in such order and manner and at such time or times as it may see fit.

Ninth; That it is expressly understood and agreed, that this mortgage shall become due and payable forthwith at the option of the mortgagor, shall convey away said mortgaged premises or if the title thereto shall become vested in any person or persons in any manner whatsoever.

Tenth; Now if the debt, obligation and the installments described in said note evidencing said indebtedness, and herein, be paid when due and each and all of the agreements hereof contained be kept and performed as aforesaid, then these presents shall be null and void, but if default be made in the payment of the note or any installment thereof when due, or any interest thereon, or premium of life insurance or part thereof on said Policy Number 47202, when due, or if any charge, taxes or assessments on the property herein described be not paid before the same become delinquent, then the entire indebtedness hereby secured (except the unearned and deferred life insurance premiums) shall at the option of the second party, its successors or assigns, by virtue of this mortgage, immediately become due and payable at once, without notice, and the second party, its successors or assigns, may proceed to foreclose this mortgage in the manner provided by law and to cancel said life insurance policy on the life of Theodore R. Wiggins by the giving of notice of its intention to do so according to Chapter 212 of the Laws of Kansas for 1913, and any act or acts amendatory or supplemental thereto, or the said second party, its option avail itself of any rights or remedies of any one of the securities hereby granted as set forth in paragraph Eight hereof, without forfeiting or affecting any other right that it may have hereunder.

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

Frank D. Wiggins
Ida L. Wiggins

State of Kansas, Douglas County, ss;

BE IT REMEMBERED THAT ON THIS 11 day of December, A.D. 1926, before me a notary public in and for said County and State, came Frank D. Wiggins and Ida L. Wiggins, his wife, to me personally known to be the same persons who executed the within instrument, and duly acknowledged the execution of the same.

I, Elmer E. Shannon, Clerk of the District Court, Douglas County, Kan., do hereby certify that this instrument was duly recorded in the office of the District Court for said County, Kansas, on the 11th day of December, 1926, at 1:15 P.M., and that the same is duly recorded in Journal of Mortgage 300A, page 479, filed for record on the 11th day of December, 1926.

ATTACHED

Notary Public
 Register of Deeds
 Harold A. Beck