

# MORTGAGE RECORD 67

527

## MORTGAGE.

From Fred E. Bell  
To Collins Mortgage Company

State of Kansas, Douglas County, ss;  
This instrument filed February 2nd  
1927 at 10:15 A.M.

*Paul E. Williams*  
Register of Deeds

Reg. # 2348  
Fee - 15.00

This Indenture, Made the 28th day of January, A.D. 1927 between Fred E. Bell and Hazel G. Bell, 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 Six Thousand and no 100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant bargain, sell 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 Thirty-six (36), Township Fourteen (14), Range Twenty (20), East of the Sixth Principal Meridian

Together with the privileges and appurtenances to the same belonging.  
TO HAVE AND TO HOLD the same to the said party of the second part, its successors and assigns, forever.

And the said parties of the first part hereby covenant that they have good right to sell and all persons whomsoever and waive all right of homestead therein.

Conditioned however, That if Fred E. Bell and Hazel G. Bell, his wife, said parties of the first part, their heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, on February 1, 1932, the sum of ---- Six Thousand and no 100 Dollars with interest, according to the terms of a promissory note bearing even date herewith executed by Fred E. Bell and Hazel G. Bell, his wife, said parties of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgage, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its official receipt of the proper officer showing payment of all such taxes and assessments; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, and if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do: then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which the parties of the first part agree to pay, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (whether 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 assessment thereof being expressly waived) and may pay such liens, expenses and attorneys' fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any instalment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including 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 parties 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.  
In presence of

Fred E. Bell  
Hazel G. Bell.

State of Kansas }  
Miami County } ss;

On this 29th day of January A.D. 1927, before me personally appeared Fred E. Bell, and Hazel G. Bell, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

W. H. Campbell  
Notary Public in and for said County.

L.S.  
My Commission expires March 12-1927.

*For Original see Book 67 Page 541*

*Received of Collins Mortgage Co. \$6,000.00 on Feb. 2nd 1927. Paul E. Williams, Register of Deeds.*