MORTGAGE RECORD 67

above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all encumbrances, and that they will warrant and defend the same in the quiet and pescenble possession of said party of the second part, its successors and assigns, forever, against the lawful claims of

Frovided, Always, And this instrument is made, executed and delivered upon the following conditions, towit: partiesxef the first parts

First. Said parties of the first part justly indebted unto the sell party of the second part in the principal sum of Fire Hundred Dellars, lawful money of the United States of Americs, being for a loan thereof, made by the said party of the second part to the said parties of the first part and pay able according to the tenor and effect of a certain First Mortgage Real Estate Note, numbered RC 169, executed and delivered by the said parties of the first part, bearing date June 13, 1927, and payable to the order of the said The Capital Euliding and Loan Association Cne years after date at the office of the said Association, in Topeka, Kansas, with interest thereon from date until maturity at the rate of the per cent per annum, payable semi-annually, on the 13th days of December and June in each year, and lo per cent per annum after maturity.

Second. Said parties of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a principal debt secured, with interest thereon at the rate of 62 per cent per annum. But whether the legal holder or holders of this mortgage, and collected in the same manner as the al holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders horefor may immediately cause this mortgage, to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues

Third, Said parties of the fight part hereby agree to keep all buildings ,fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and a abstain from the commission of waste on said premises until the note hereby secured is fully paid. Fourth. Said parties of the first part hereby agree to procure and maintain policies of insurance of the legal holder or holders of this mortgare, to the amount of the legal holder or holders of the said, and it is further agreed, that every such policy of insurance shall be held by the party of the same part, or the legal holder or holders of said note, as collecter with the costs and expenses incured in the part of the payment of the same law of the same shall have the right to collect and present so holding any such policy of insurance shall be all results and receivable thereon, and apply the same shall have the right to collect and supplice and receivable thereon, and apply the same shall have the right to collect and supplice and receivable thereon, and apply the same shall have the right to collect and supplice and receivable thereon, and apply the same shall have the right to collect and apply the same shall have the right to collect and apply the same shall have the right to collect and apply the same shall have the bard and poly the same shall have the right to collect and apply the same shall have the repart and receivable thereon, and apply the same shall have the buildings erected on the aforesaid mortgared premises. Said party of the second part, or the legal holder or holder as a said parties of the first part, and require the collection of the same, and and the payment may all parties of the first part, and require the collection of the same, and are apply the same shall have the right or or holder or holders of said note, to said note, to said note, to said note, a said note or the apply of the second part, its there apply an

They deliver and pointy to same parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned. Fifth, Said parties of the first part hereby assign to the said party of the second part, its successors and assigns, the rents and income arising at any time from the aforesaid mortgaged premises and do hereby authorize said party of the second part, its successors and assigns, at its option, to eak possession of the said promises, collect and receipt framall rents and assigns, at its option, to eak payment of interest, insurance premiums, taxes, assessments, principal payments, repairs or improvements mortgage, provided said payments or charges are in arrears----t is also agreed that the takeing of possession shall in no manner prevent or rotard the said second party in the collection of said sums by foreelocure of otherwise. Sixth Said parties of the first part hereby agree that if the maker of said note shall fail to pay or cause to be paid, any part of said morey, oither principal or interest, according to the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice. And the said parties of the first part, for said consideration, do hereby expressly waive an appraisement of said real estate, and all henefit of the Homestad, Exemption and Stay Laws of the first part. Bunge tap

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

In Testimony Whereof, The said parties of the first part have hereunto subscribed their names on the day and year above mentioned.

Bessie Emery B.F.Emerv.

State of Kansas, Shawnee County ,ss; Be It "memothered That on this 15th day of June A.D.Ninsteen Hundred Twenty-seven before me, the undersigned,a Notary Public in and formaid County and State, came B.F. "Encoy and Bessie Emery, his wife who are personally known to me to be the identical person described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal, on the day an! year last above written. Hardian Report L.S.

Term expires May 29, 1930.

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Ruth Seybold. Notary Public.

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