

MORTGAGE RECORD 67

639

KANSAS DEEDS NORTH STATIONERY CO KANSAS CITY MO 6414

MORTGAGE.

Reg.No.2723
Fee: \$8.25

FROM--George H.Senne, et ux

TO---The International Mortgage Trust Company.

STATE OF KANSAS, DOUGLAS COUNTY, SS:
This instrument filed June 30th, 1927--8:55 AM

Geo. E. Wellman
Register of Deeds.

THIS INDENTURE, Made this 17th day of June, A.D. 1927, between George H. Senne and Julia Senne, his wife, of the County of Shawnee, and State of Kansas, of the first part and The International Mortgage Company, of Topeka, Kansas, a Corporation, of the second part:

WITNESSETH, That said parties of the first part for and in consideration of the sum of Thirty-Three Hundred and no/100 DOLLARS, paid by the said second party, the receipt of which is hereby acknowledged, MORTGAGE AND WARRANT unto the said party of the second part, forever, all the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

Part of the E. 1/4 of the S. E. 1/4 of Sec. 23, Twp. 12, Range 18 lying north of the public (now called Fort to Fort) road, being 65 3/4 acres, more or less.

Together with the appurtenances and all their estate, title and interest therein to secure the payment of a debt of Thirty-Three Hundred Dollars (\$3300.00) payable June 1st, 1932, with interest payable semi-annually on the first day of December and the first day of June, all according to the terms and conditions of one certain First Mortgage Bond of even date herewith, by and between the above mentioned parties of the first and second part.

And said parties of the first part covenant and agree with said second party, its heirs, administrators, successors, or assigns, as follows:

(1) To pay said promissory notes when the same become due and payable.
(2) To pay all taxes and assessments levied upon said premises before any penalty is added thereto; and if not so paid that the holder of this mortgage may pay the same, and all amounts paid therefore shall be a further debt due, to be secured by this mortgage and bear interest at ten per cent per annum.

(3) To keep all improvements on said premises in good repair; to suffer no waste, nor do nor suffer to be done to or upon said premises anything that may impair the value thereof, or the security intended to be effected by virtue of this mortgage. And the holder of this mortgage is hereby authorized (on his discretion) to defend any suit in relation to said premises, to protect in any manner the title and possession thereof and the lien or security by this mortgage created or intended, and to make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance and all moneys expended for any such purpose shall be a further debt due to be secured by this mortgage, and bear interest at ten per cent per annum.

(4) To keep, at the option of the holder of this mortgage, the buildings on said premises insured in some company acceptable to the holder hereof, to the amount of _____ Dollars, tornado insurance with the holder hereof as additional security hereof. In case of loss said mortgagors shall assume all responsibility of proofs and care and expense of collecting said insurance and any payment thereunder shall be applied towards the payment of the indebtedness herein secured, whether due or not. In case of failure to keep such buildings so insured and deliver the policies as agreed, the holder hereof may effect such insurance and all amounts paid therefore shall be a further debt due, to be secured by this mortgage, and bear interest at ten per cent per annum.

(5) If default be made in the payment of said notes or interest; or there is a failure to conform to or comply with any of the foregoing covenants or agreements; or if the title of the mortgagors at the date hereof is other than fee simple, free and unincumbered; or in case of any default to refund on demand any moneys which may have been paid out by the holder of this mortgage for any purpose authorized in this mortgage; then, the whole of the principal sum hereby secured, together with the interest accrued thereon, shall thereupon, at the option of the said second party, its heirs, administrators, successors or assigns, become immediately due and payable (anything herein or in said notes to the contrary notwithstanding) and this mortgage may be immediately foreclosed.

The foregoing conditions, covenants and agreements being performed this conveyance shall be void; otherwise to remain in full force and virtue.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year first above written.

GEORGE H. SENNE (SEAL)
JULIA SENNE (SEAL)

EXECUTED and delivered in presence of
Frances Swartz.

STATE OF KANSAS, SHAWNEE COUNTY, SS:

On this 18th day of June, A.D. 1927, before me personally appeared George Senne and Julia Senne, 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.

(SEAL)

LEOTA HANNAH, Notary Public in and for
said county.

My commission expires 2-10-1930.

MORTGAGE.

REG. NO. 2725
FEE: \$92.50

FROM--The Kappa Kappa Gamma House Ass'n.
TO---The Prudential Investment Co.

STATE OF KANSAS, DOUGLAS COUNTY, SS:
This instrument filed July 2, 1927--11:45 AM

Geo. E. Wellman
Register of Deeds.

THIS INDENTURE, Made this 1st day of June, A.D. 1927, by and between THE KAPPA KAPPA GAMMA HOUSE ASSOCIATION of the County of Douglas and State of Kansas, party of the first part, and THE PRUDENTIAL INVESTMENT COMPANY, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of THIRTY-SEVEN THOUSAND AND NO/100 (\$37,000.00) 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

Recorded Aug. 22nd 1927.
Geo. E. Wellman
Register of Deeds.

The foregoing is a true and correct copy of the original instrument as the same appears from the records of the Register of Deeds of Douglas County, Kansas, filed for record July 2, 1927, at 11:45 AM.

The International Mortgage Trust Company, 1100 Commercial Bank Building, Kansas City, Mo.