

Reg. No. 3744  
 Fee Paid, \$ 11.25

# MORTGAGE RECORD-73

WILLIAMS & BROTHERS, 37128

FROM

W. R. Sutor et ux

TO

THE COLLINS MORTGAGE COMPANY,  
 Kansas City, Mo.

State of Kansas, Douglas County, ss.

Received for record on the 1 day of Oct.:

A. D. 1928, at 10:30 o'clock A. M.

*E. L. Bacon*  
 Register of Deeds.

Deputy.

THIS INDENTURE, Made the 25th day of September, A. D. 1928, between  
 W. R. Sutor and Myrtle Sutor, 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 --Forty-five Hundred 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:

North Half of Southeast Quarter and the Southeast Quarter of Southeast  
 Quarter of Section Seventeen (17), Township Fifteen (15), 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 convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever, and waive all right of homestead therein.

CONDITIONED, HOWEVER, That if W. R. Sutor and Myrtle Sutor, 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 January 1, 1936, the sum of

Forty-five Hundred and no/100 Dollars

with interest, according to the terms of a promissory note bearing even date herewith executed by

W. R. Sutor and Myrtle Sutor, 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 or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than

Dollars (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition), with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon insurance thereof deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, 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 thereof duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above 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 attorney's 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 installment 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 hand the day and year first above written.

In presence of

W. R. Sutor

Myrtle Sutor

STATE OF KANSAS, Douglas COUNTY, ss.

On this 29 day of September, A. D. 1928, before me personally appeared

W. R. Sutor and Myrtle Sutor, 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.

LS

E. L. Bacon

Notary Public in and for said County.

My commission expires July 22, 1931