

Reg. No. 750
Fee Paid, \$5.00

MORTGAGE RECORD-73

FROM
Maud Hemingway

TO
THE COLLINS MORTGAGE COMPANY,
Kansas City, Mo.

State of Kansas, Douglas County, ss.

Received for record on the 24th day of April
A. D. 1930, at 1:00 o'clock P. M.
E. O. Gibson
Register of Deeds.
Deputy.

THIS INDENTURE, Made the 1st day of April, A. D. 1930, between

Maud Hemingway and Charles Hemingway, her husband

parties of the first part, and Collins Mortgage Company, a corporation, of the second part:

WITNESSETH, That the said parties, of the first part, in consideration of

Two Thousand and No/100

Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do hereby present 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:

South Half of Northwest Quarter of Section Ten (10) except a tract described as follows: Beginning at the center of said Northwest Quarter, thence South 10 rods; thence West 35 rods; thence North 10 rods; thence East 35 rods to place of beginning and containing 2-1/4 acres:

Also all of Southwest Quarter of Section Ten (10) lying East of the Right of Way of the railroad now known as the Atchison, Topeka and Santa Fe Railroad, except a tract in the Southeast corner described as follows: Beginning at the Southeast corner of said Southwest Quarter, thence running West 25.3 rods; thence running North 50.6 rods; thence East 25.3 rods; thence running South 50.6 rods to place of beginning and containing 8 acres more or less; All in Township Fourteen (14) South, Range

Together with the privileges and appurtenances to the same belonging. (20) East of the Sixth Principal Meridian and containing 209 acres more or less.

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

Maud Hemingway and Charles Hemingway, her husband

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 April 1st, 1935, the sum of

Two Thousand and No/100 -----Dollars

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

Maud Hemingway and Charles Hemingway, her husband

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 issuance 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 therefor 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 debate 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.

WITNESS WHEREOF, The said parties, of the first part, have hereunto set their hands the day and year first above written.

In presence of

Moherman

Maud Hemingway

Chas. Hemingway

STATE OF KANSAS, Douglas COUNTY, ss.

On this 24th day of April, A. D. 1930, before me personally appeared

Maud Hemingway and Charles Hemingway, her husband

to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Legal Seal

W. O. Gibson

Notary Public in and for said County.

My commission expires July 22, 1933

Following is a record in the original instrument
 from which this mortgage was taken, to-wit: Collins Mortgage Company, a corporation, of the second part, in consideration of
 Two Thousand and No/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do hereby present 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:
 South Half of Northwest Quarter of Section Ten (10) except a tract described as follows: Beginning at the center of said Northwest Quarter, thence South 10 rods; thence West 35 rods; thence North 10 rods; thence East 35 rods to place of beginning and containing 2-1/4 acres:
 Also all of Southwest Quarter of Section Ten (10) lying East of the Right of Way of the railroad now known as the Atchison, Topeka and Santa Fe Railroad, except a tract in the Southeast corner described as follows: Beginning at the Southeast corner of said Southwest Quarter, thence running West 25.3 rods; thence running North 50.6 rods; thence East 25.3 rods; thence running South 50.6 rods to place of beginning and containing 8 acres more or less; All in Township Fourteen (14) South, Range
 Together with the privileges and appurtenances to the same belonging. (20) East of the Sixth Principal Meridian and containing 209 acres more or less.
 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
 Maud Hemingway and Charles Hemingway, her husband
 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 April 1st, 1935, the sum of
 Two Thousand and No/100 -----Dollars
 with interest, according to the terms of a promissory note bearing even date herewith executed by
 Maud Hemingway and Charles Hemingway, her husband
 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 issuance 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 therefor 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 debate 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.
 WITNESS WHEREOF, The said parties, of the first part, have hereunto set their hands the day and year first above written.
 In presence of
 Moherman
 Maud Hemingway
 Chas. Hemingway
 W. O. Gibson
 Notary Public in and for said County.
 My commission expires July 22, 1933

This mortgage was taken from the original instrument
 from which this mortgage was taken, to-wit: Collins Mortgage Company, a corporation, of the second part, in consideration of
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