

Reg. No. _____
Fee Paid, \$ _____

MORTGAGE RECORD-73

WILLING TO TOPIC 87128

FROM _____

State of Kansas, Douglas County, ss.

Received for record on the _____ day of _____

A. D. 19____, at _____ o'clock _____ M.

TO _____

THE COLLINS MORTGAGE COMPANY,
Kansas City, Mo.

Register of Deeds.

Deputy.

THIS INDENTURE, Made the _____ day of _____, A. D. _____, between

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

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

_____ Dollars, to _____ 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:

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 part _____ of the first part hereby covenant _____ that _____ 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

said part _____ of the first part, _____ 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 _____, 19____, the sum of _____

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

said part _____ 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 rate 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 company 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 part _____ 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 part _____ 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 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 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 part _____ of the first part, become due and collectible at once by foreclosure or otherwise.

IN WITNESS WHEREOF, The said part _____ of the first part _____ hereunto set _____ hand _____ the day and year first above written.

In presence of _____

STATE OF KANSAS, _____ COUNTY, ss.

On this _____ day of _____, A. D. _____, before me personally appeared _____

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

My commission expires _____

Notary Public in and for said County.