

Reg. No. 3719  
Fee Paid, \$ 6.50

## MORTGAGE RECORD-73

Bankers Mortgage Co.—1st Mortgage

FROM

David B. Kauder

TO

THE BANKERS MORTGAGE COMPANY,  
OF TOPEKA, KANSAS.

State of Kansas, County of Douglas, ss.

Filed for record on the 18 day of Sept. 19 28  
at 4:55 o'clock P. M.G. B. Wellman  
Register of Deeds.

By

Deputy

THIS INDENTURE, Made September first, 1928

David B. Kauder and Myrtle Kauder husband and wife

Douglas

of the County of Douglas, State of Kansas, parties of the first part, and THE BANKERS MORTGAGE COMPANY OF TOPEKA, KANSAS, party of the second part:

WITNESSETH, That said part. 1st of the first part, in consideration of the sum of Twenty six hundred and no/100 DOLLARS, paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby SELL AND CONVEY unto the said second party, its successors or assigns, the following described real estate, situated in this County of Douglas and State of Kansas, to-wit:

All of Lot number eight (8) in Learnard's subdivision of a portion of Block number Five (5) in South Lawrence, an addition to the city of Lawrence in Douglas County, Kansas.

The debt secured by this Mortgage is further secured by a Thirteen hundred dollar Savings Bond in the BANKERS MORTGAGE COMPANY OF TOPEKA, KANSAS, No. \_\_\_\_\_, and it is agreed that any default of any payment due on said Bond shall be a breach of the conditions of this Mortgage and shall entitle the holder thereof to foreclose the same.

TO HAVE AND TO HOLD said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors or assigns, forever. The said part. 1st of the first part covenant with the party of the second part, that said part. 1st of the first part, are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said part. 1st of the first part hereby relinquish all legal, marital and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

PROVIDED ALWAYS, And this instrument is executed and delivered upon the following conditions:

FIRST, That said part. 1st of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Twenty six hundred and no/100 (\$ 2600.00) DOLLARS on the first day of September 1928, with interest thereon, payable semi annually, from September 1928 according to the terms of one promissory bond or note, signed by said part. 1st of the first part, payable to the order of THE BANKERS MORTGAGE COMPANY OF TOPEKA, KANSAS, and bearing even date herewith.

SECOND, In consideration of the rate of interest at which the loan hereby secured is made, said part. 1st of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or note hereby secured, or the mortgage securing the same, or against the owner of said bond or note and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal, then the mortgagee herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note contracted, shall equal ten per cent on the principal of the debt hereby created and secured.

THIRD, Part. 1st of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure, maintain and deliver to said second party, its successors or assigns, insurance policies on the buildings thereon, in companies to be approved by the second party, its successors or assigns, for not less than \$ 2500.00 with National Board-Standard Mortgage Clause attached in favor of the second party, its successors or assigns, as their interest may appear; and shall keep the building and other improvements in good repair and condition.

FOURTH, It is understood and agreed that if said insurance is not promptly effected, or if the taxes or special assessments levied or assessed against said real estate or against said bond or note hereby secured or the mortgage securing the same shall not be paid before delinquency, said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of payment, shall be a lien against said premises and secured hereby.

FIFTH, It is further agreed that if default be made in the payment of the interest on said note, or any portion thereof for the space of ten days after the same becomes due, or in the payment of taxes or special assessments levied or assessed under the laws of the State of Kansas against said real estate or against said bond or note hereby secured or the mortgage securing the same before delinquency, or in case the part. 1st of the first part fail to perform any of the conditions or agreements in the mortgage or in the note hereby secured contained, time being of the essence of this contract, then this mortgage and all sums of money secured hereby, less the interest for the unpaid time, shall, at the option of the second party, its successors or assigns, become at once due and payable, without further notice, and this mortgage may then be foreclosed and the mortgage premises sold in one body without appraisalment. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgage exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

SIXTH, And it is further agreed that if an action is commenced to foreclose this mortgage, the said second party, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receiver's costs and expenses, and may discharge all duties of a receiver.

SEVENTH, And it is further agreed and declared that this mortgage, and the bond or note secured hereby, are made under, and to be construed by the laws of the State of Kansas.

The foregoing conditions being fully performed, this conveyance shall be void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hand, September first, 1928

Signed in the presence of

David B. Kauder

Myrtle Kauder

STATE OF KANSAS, County of Douglas, ss.

On this 15th day of September, 1928, before me, the undersigned, a Notary Public, duly commissioned and qualified for and acting in said County and State, personally came David B. Kauder and Myrtle Kauder husband and wife to me personally known to be the identical persons described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be a voluntary act and deed.

My commission expires December 14th, 1931

J. D. McNeill

Notary Public.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

Attest: As Witness my hand, this 20th day of December

Attest: *G. B. Wellman*  
By *G. B. Wellman* Register of Deeds.

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That

\_\_\_\_\_, County, in the State of \_\_\_\_\_, the within named mortgagee, in consideration of \_\_\_\_\_ DOLLARS to \_\_\_\_\_ in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto \_\_\_\_\_

heirs and assigns, the within mortgage debt, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained. TO HAVE AND TO HOLD THE SAME FOREVER. Subject, nevertheless, to the conditions therein named.

In Witness Whereof, The said mortgagee, has hereunto set hand this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Executed in presence of \_\_\_\_\_

STATE OF KANSAS, COUNTY, ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_, before me, \_\_\_\_\_ a Notary Public in and for said County and State, came \_\_\_\_\_

to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires \_\_\_\_\_ 19 \_\_\_\_\_

Notary Public.

STATE OF KANSAS, COUNTY, ss.

This assignment was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Register of Deeds.

FRONT

This Release was written on the original mortgage and entered this 20th day of December 1928.