

Fee Paid \$ 11.75

MORTGAGE RECORD-73

FROM

Zeno A. Rogers & Wife

TC

THE BANKERS MORTGAGE COMPANY,
OF TOPEKA, KANSAS.

THIS INDENTURE, Made _____ October First, 1923

Zeno A. Rogers and Lois W. Rogers, husband and wife

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. 1^{es}. of the first part, in consideration of the sum of

paid by the said party of the second part, the receipt whereof is hereby acknowledged, to-wit: Forty Seven Hundred and no/100 DOLLARS, successors or assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot Number Sixteen (16) in Block Number Thirteen (13) in University Place,
an addition to the city of Lawrence, in Douglas County, Kansas

The debt secured by this Mortgage is further secured by a Twenty Four 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, his successors or assigns, forever. The said part **1st** of the first part covenants with the said party of the second part, that the said **premises** 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 **they** shall and lawfully shall warrant and defend the same forever, against the claims of all persons, and the said part **1st** of the first part hereby relinquish **all** **their** marital and homestead rights, and all other contingent interest 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 solely in and to said parties in fee simple.
FIRST, That said part 1es of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Forty Seven Hundred Fifty and no/100 (\$ 4750.00) DOLLARS on the first day of October, 1938, with interest thereon payable semi- annually, from the order of 1928,
according to the terms of one promissory bond and note, signed by said part 1es 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 parties 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 mortgagors 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 1es 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 assigns, insurance policies on the buildings thereon, in companies to be approved by the second party, its assigns, for not less than \$1750.00 with National Bureau Standard Mortgage Clause attached in favor of the second party, its assigns.

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 executed 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 become 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, without delinquency, or in case the party or parties herein named as mortgagor or mortgagors fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained, time being of the essence of this contract, then this mortgage, together with the note secured hereby, less the interest for the unexpired 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 mortgaged premises sold in one body without apportionment. The note (except in case of default in the payment of the interest thereon by the 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) shall be payable by the lapse of time or by payment (whether the mortgage declares 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 are 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 s October First, 1928

Signed in the presence of

—Зено А.—Робига

Lois W. Rogers

STATE OF KANSAS, Douglas COUNTY, ss.

On this 27th day of October, 1911, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Zeno A. Rogers and Lois W. Rogers husband and wife

and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be _____ to me personally known to be the identical person described in and who signed
WITNESS my hand and Notarial Seal, the day and year last above written _____ voluntary act and deed.

My commission expires December 14th, 1931 **J.D. McNeill** Notary Public.

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

As Witness my hand, this 10 day of September A. D. 1934 *J. L. Campbell*

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That

County, in the State of

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

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

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.....

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