

Reg. No. 3829
Fee Paid, \$ 7.50

MORTGAGE RECORD-73

Bankers Mortgage Co.-1st Mortgage

PUBLISHED BY ORDER \$7128

FROM
John Frank Miller et al

State of Kansas, County of Douglas, ss.

Filed for record on the 21 day of Nov. 1928.
at 8:45 o'clock A. M.

TO

THE BANKERS MORTGAGE COMPANY,
OF TOPEKA, KANSAS.

By

Register of Deeds.

Deputy

THIS INDENTURE, Made November First 1928
Josephine Miller and John Frank Miller her husband

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 party ~~1st~~ ^{1st} of the first part, in consideration of the sum of ~~Three thousand and no/100~~ ^{Three thousand 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 the County of Douglas and State of Kansas, to-wit:

Lot number twelve (12) in Block three (3) in Haskell Place an addition to the City of Lawrence, in Douglas County, Kansas.

The debt secured by this Mortgage is further secured by a Fifteen 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 party ~~1st~~ ^{1st} of the first part, with the party of the second part, that said party ~~1st~~ ^{1st} of the first part, do hereby SELL AND CONVEY unto the said second party, its successors or assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

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

FIRST, That said party ~~1st~~ ^{1st} of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, the sum of Three thousand and no/100 DOLLARS on the first day of November, 1933, with interest thereon, payable semi annually, from November 1928 according to the terms of one promissory bond or note, signed by said party ~~1st~~ ^{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 party ~~1st~~ ^{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, Parties 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 \$ 3000.00 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 party ~~1st~~ ^{1st} of the first part 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 and all sums of money 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 appraisal. 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 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 November first, 1928.

Signed in the presence of

Josephine Miller

John Frank Miller

STATE OF KANSAS, County of Douglas, ss.

On this 20th day of November, 1928, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Josephine Miller and John Frank Miller her husband

and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be _____ voluntary act and deed. My commission expires December 14th, 1931.

J.D. McNeill

Notary Public.

RELEASE

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 _____ day of _____ A. D. 19 _____

Attest:

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 deed, 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, ha 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.

2. JOHN GALLAGHER, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a duplicate of the foregoing instrument was made by said District Court in its Journal of _____ day of _____ 1928, and that said instrument was filed for record on the _____ day of _____ 1928.

Witness my hand this _____ day of _____ 1928.

John G. Callahan, Clerk District Court.

FRONT