Reg. No.3885

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MORTGAGE RECORD-73

	State of Kansas, County of Douglas, ss.	
Ionia B. Russell	Filed for record on the 22day ofDec 19.28	
	Date Stellman	M
TO	Register of Deeds.	
THE BANKERS MORTGAGE COMPANY, OF TOPEKA, KANSAS.	By	
THIS INDENTURE, Made December first 1928	by and between	1
nia B. Russell a widow		
of the County of Douglas		
WITNESSETH, That said part, Y, of the first part, in consideration o	of the sum of DOLLARS.	
paid by the said party of the second part, the receipt whereof is hereby ackna successors or assigns, the following described real estate, situated in the Course	owledged, do hereby SELL AND CONVEY unto the said second party, its ity of Douglas and State of Kansas, to-wit:	
hundred thirty six (136) on Indiana	Noutienan street and all of Lot number one street less the north sixteen feet (16) of 136) on Indiana street in the city of	
The debt secured by this Mortgage is further secured by a Twelve	e Hundred Fifty Doller	
Savings Bond in the BANKERS MORTGAGE COMPANY OF TOPEKA, H	KANSAS, No, and it is agreed that any default of any poyment	
TO HAVE AND TO HOLD said premises with all appurtenances therein were. The said part Y of the first part excenant with the party of the	nto belonging, unto the said party of the second part, its successors or assigns, for- second part, that said part, Y of the first part 238	
simple of said premises that ONE ALACL good right to sell and con prances; and that ONE will warrant and defend the title to the said p	It is not a more than the safe of the second part, its successors or assigns, for- second part, that safe large J_{ij} of the first part I_{ij} is successors or assigns, for- newsy safe premises; that raid premises are free and clear from all liens and encom- perinses unto the said party of the second part, and unto its successors or assigns part hereby relinquish, all <u>BC</u> <u>marks</u> and the safe parts and safe y an absolute thie to said premises in fee simple:	
forever, against the claims of all persons, and the said part y of the first p other contingent interests in said premises, the intention being to convey hereb	part hereby reinquish	
menty five mudred and no/100 on the first day of December 1938, with interest thereon, payab	ail to the party of the second part, its successors or assign, (2, 2500) DOLLARS ble	
according to the terms of one promissory bond or note, signed by said part	of the first part, payable to the order of THE BANKERS MORTGAGE COM-	
SECOND. In consideration of the rate of interest at which the loan herel my and all taxes and assessments which may be levied or assessed under the	hy secured is made, said part_Y of the first part expressly agree to pay laws of the State of Kanasa against said boad or note hereby secured, or the origing on around to the doth hereby secured. In Jonewar, such laws and assess- it legal ten per cent on the principal of the doth hereby created and secured, assessments levice or assessed around or doth on the doth hereby created and secured.	
nortgage securing the same, or against the owner of said bond or note and mo nemis added to the interest shall exceed ten per cent per annum upon such pr seesaments as added to the interest herein and in such note contracted shall	orrgage on account of the debt nereby secured. If, however, such taxes and assess- rincipal, then the mortgagons herein shall pay only so much of such taxes and legual ten per cent on the principal of the debt hereby created and secured.	
THIRD, Pary of the first part agree to pay all taxes and special a not prover, maintain and deliver to said second party, its successors or assime.	assessments levied or assessed against or due upon said real estate before delinquency insurance policies on the buildings thereon, in companies to be approved by the	
econd party, its successors or assigns, for not less than \$2500.00 with ts successors or assigns, as their interest may appear; and shall keep the bui	as essential levied or assessed against or due upon said real estate before delinquency insurance policies on the buildings thereon, in companies to be approved by the National Board Standard Moritage Clause attached in favor of the second party, ilding and other improvements in good repair and condition.	
FOURTH. It is understood and agreed that if said insurance is not promi eal estate or against said bond or note hereby secured or the mortgage securit	using and other inspirations in good repeat and constraints. It is a second maintain and the second ma	m
r assigns, (whether electing to declare the whole mortgage due and collectible seesments, and all such payments, with interest thereon at ten per cent per an	ie or not) may effect and pay for said insurance, and may pay said taxes and special nnum, from the time of payment, shall be a lien against said premises and secured	.
FIFTH, It is further agreed that if default be made in the payment of the manual data or in the payment of taxes or special assessments levied or a	he interest on said note, or any portion thereof for the space of ten days after the	
and bord or note hereby secured or the mortgage securing the same before de aid bond or note hereby secured or the mortgage securing the same before de onditions or agreements in this mortgage or in the note hereby secured contai	elinquency, or in case the party of the first part fail to perform any of the index in being of the essence of this contract, then this mortgage and all sums of	- 00
noney secured hereby, less the interest for the unexpired time, shall, at the c		
ayable, without further notice, and this morigage may then be foreclosed an	option of the second party, its successors or assigns, become at once due and ad the mortgaged premises sold in one body without appraisement. The note	
ayable, without further notice, and this mortgage may then be foreclosed an evened by this mortgage shall after maturity (whether the same matures by reach of any condition or agreement herein contained) or after default in any hole sum due or not here interest is the rule of ten were contained and hole sum of the printerest is the rule of ten were contained and the rule of the same set.	option of the second party, its successors or assigns, become at once due and and the mortgaged premises sold in one body without appraismenta. The note lapse of time or by the exercise of the option to declare the whole gam due for y interest payment (whether the mortgage exercises the option to declare the null noid.	
ayable, without further notice, and this mortrage may then be torcicesed an evented by this mortrage shall after maturity (whether the same matures by its reach of any condition or agreement herein contained) or after default in any hole sum due or noi) bear interest at the rate of ten yer creatly erandum un SLXTH, And it is further spreed that if an action is commenced to for he right to have a treciver of the montraged property asconding at a cree.	he interest on said note, or any portion thereof for the space of ten days after the spaces of under the laws of the State of Knaus against said real extet or against index the space of the state of Knaus against said real extet or against index time being of the exercise of this contract, then this morrases and all sums of option of the second party, its successors or assigns, become at one due and the mortgaced permisses soil in one body without appriament. The note larges of time or by the exercise of the option to declare the whole gam due for the mortgace, the said second party, its successors or assigns, shall have shall take immediate possession of and contral and preserve the same, and the	
he right to have a receiver of the mortgaged property appointed at once, who seens and profits thereof, for the payment of the mortgage debt, and said recein SEVENTH. And it is further agreed and declared that this mortgage, and	shall take immediate possession of and control and preserve the same, and the iver's costs and expenses, and may discharge all duties of a receiver.	
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