

MORTGAGE RECORD 75

From Janney Duncan
 3027 Union Central Life Ins. Co.
 Paid 1.50

MORTGAGE.

State of Kansas Douglas Co. ss
 Filed for record Nov. 14, 1927.
 At 10:40 A.M.

Jan E. Williams
 Register of Deeds

This Indenture, Made and executed this 26th day of October 1927 by Janney Duncan, unmarried and Eliza A. Gates and Perry Gates her husband of Douglas County, Kansas parties of the first part, and The Union Central Life Insurance Company of Cincinnati, Ohio, party of the second part;

Witnesseth, That the said parties of the first part for and in consideration of the sum of Three Thousand (\$3000.00) dollars, paid by the said party of the second part, the receipt of which is hereby acknowledged mortgage, and warrant unto the said party of the second part its successors and assigns forever, the certain tract or parcel of real estate situate in Douglas County, Kansas described as follows to-wit:

The north half of the Northwest fractional quarter of Section one (1) Township Twelve (12) Range seventeen (17) East of the Sixth Principal Meridian, containing seventy-eight (78) acres more or less.

To secure the payment of a debt evidenced by certain promissory note of even date herewith signed by Janney Duncan, Eliza A. Gates and Perry Gates party of the first part and payable to the said party of the second part, at its home office in Cincinnati, Ohio, more fully described as follows: One principal note for the sum of Three Thousand Dollars, payable on December 1, 1937 or in partial payments prior to maturity in accordance with stipulation therein, with interest from date until paid at the rates therein specified; interest until maturity being evidenced by interest notes of even date which draw interest after maturity until paid at the rate therein specified.

The said parties of the first part hereby covenant and agree with the said party of the second part its successors and assigns as follows:

First, To pay all taxes, assessments and charges of every character which are now or which hereafter may become liens on said real estate when due, To pay all taxes assessed in Kansas against said party of the second part, or its assigns, on this mortgage or the notes or debt secured hereby, before the same become delinquent, provided the amount of such latter taxes together with the interest on the loan secured hereby does not exceed the maximum permitted by law to be paid but if it does, the excess is to be paid by the said party of the second part. If said party of the first part does not pay the taxes, charges, liens or assessments herein covenanted to be paid the holder of this mortgage may pay them and be entitled to interest on the same at the rate of ten per cent per annum and this mortgage shall stand as security for the amount so paid with interest.

Second, To keep said real estate and all buildings, fences and other improvements thereon in as good condition and repair as of this date. To permit or commit no waste, or allow any cutting of timber, except for making and repairing the fences on the place and such as shall be necessary for fire wood or use on said real estate.

Third, To keep at the option and to the satisfaction of the said party of the second part, the buildings now on or hereafter erected on said real estate insured and to deliver the policies and renewals thereof to said party of the second part. In case of failure to keep said buildings so insured, and to deliver the policies and renewals thereof as agreed, the holder of this mortgage may effect such insurance and the amount so paid with interest at ten per cent per annum shall be secured by this mortgage.

Fourth, In case taxes, assessments, charges, liens and insurance premiums are paid as herein provided by the party of the second part, the amount so paid may be collected from the party of the first part on demand, together with interest at ten per cent per annum from date of payment.

Fifth, If the maker or makers of said notes shall fail to pay any of said notes, or any notes given in renewal of the notes herein, or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured, when the same shall be due; or there is a failure to conform to or comply with any of the foregoing covenants or agreements, the whole sum of money herein secured shall thereupon become due and payable at the option of the said party of the second part without notice, and this mortgage may be foreclosed. Interest on the debt secured hereby shall be ten per cent per annum after maturity by default or otherwise until paid.

When the indebtedness secured hereby has been fully paid and the foregoing covenants and conditions have been kept and performed, this conveyance shall be void, and shall be released by the said party of the second part at the cost and expense of the said party of the first part. In case of failure of the said party of the second part to release this mortgage, all claim for statutory penalty or damages is hereby waived, otherwise to remain in full force and effect.

In Testimony Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Janney Duncan (SEAL)
 Eliza A. Gates (SEAL)
 Perry Gates (SEAL)

State of Kansas
 Shawnee County ISS

Be it remembered, That on this 12 day of November 1927 before the undersigned a Notary Public in and for said County, appeared Janney Duncan unmarried who is to me personally known to be the identical person who executed the foregoing mortgage deed and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

E.R. Ambrose
 Notary Public, Shawnee County, Kansas

LS
 My commission expires Nov 8, 1928.

State of California
 Orange County ISS

Be it remembered That on this 8th day of November 1927 before the undersigned a Notary Public in and for said County appeared Eliza A. Gates and Perry Gates her husband who are to me personally known to be the identical persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

S.M. Davis
 Notary Public, Orange County, California.

LS
 My commission expires Feb. 5th, 1930.

*Checked
 Dubois*