

## MORTGAGE RECORD 75

To secure the payment of a debt evidenced by certain promissory note of even date herewith signed by Mary Ida Leonhart and Herman F. Leonhart 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 Five Thousand Dollars payable on November 1, 1938 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 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 covenant 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.

Mary Ida Leonhart (SEAL)  
Herman F. Leonhart (SEAL)

State of Kansas  
Douglas County ISS

Be it remembered, That on this 17th day of Dec. 1927 before the undersigned a Notary Public in and for said County, appeared Mary Ida Leonhart and Herman F. Leonhart 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.

LS

My commission expires Dec. 29, 1928.

Bernice E. Jones  
Notary Public.  
Douglas County, Kansas

From

C.W. Kilgore

MORTGAGE

State of Kansas Douglas Co. ss  
Filed for record Dec. 23, 1927  
At 4:00 P.M.

To

Collins Mtg. Co.

Register of Deeds

This Indenture Made the 22nd day of December A.D. 1927 between C.W. Kilgore and Minnie V. Kilgore his wife parties of the first part, and Collins Mortgage Company, a corporation, party of the second part:

Witnesseth, That the said parties of the first part in consideration of Fifteen Hundred and no/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged do by these presents, grant, bargain, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas to-wit:

The east half of the Northeast Quarter of Section nine (9) Township Thirteen (13) Range Nine-teen (19) East of the Sixth Principal Meridian together with the privileges and appurtenances to the same belonging.

To Have and to hold the same to the said party of the second part its successors and assigns forever. And the said parties of the first part hereby covenant that they have good right to sell, and convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever, and waive all right of homestead therein.

Conditioned, however, That if C.W. Kilgore and Minnie V. Kilgore his wife, said parties of the first part their heirs, executors, administrators or assigns shall pay or cause to be paid to the said party of the second part, its successors or assigns, on January 1, 1938 the sum of Fifteen Hundred and no/100 Dollars with interest, according to the terms of a promissory note bearing even date herewith executed by C.W. Kilgore and Minnie V. Kilgore his wife said parties of the first

Reg. No. 3091  
Fee Paid 3.75

For Return See Book 75 Page 151

Assignment See p 754187