

MORTGAGE RECORD 75

From John T. Frazer
To Collins Mfg. Co.

MORTGAGE.

State of Kansas Douglas Co. ss
Filed for record Jan 5, 1928
At 9:10 A.M.

W. E. Wellman
Register of Deeds

3109
9.25

This Indenture, Made the 6th day of December A.D. 1927 between John T. Frazer and Edna R. Frazer his wife, parties of the firstpart, and Collins Mortgage Company, a corporation party of the second part:

Witnesseth, That the said parties of the first part in consideration of Thirty seven Hundred and no/100 Dollars to them in hand paid, the receipt whereof is hereby acknowledged to 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:

Beginning at the southeast corner of the Northeast Quarter of Section Thirty three (33) Township Fourteen (14) Range Twenty (20) east of the sixth Principal Meridian, thence running North 390 feet, thence in a northerly direction along the center of the public road to a point on the west line of the East half of said Quarter Section; thence south along the west line of the East half of said quarter section 1667 feet, to the South line of said quarter section, thence, East along the south line of said quarter section to the place of beginning, except a tract described as follows: (Beginning 910 feet North of the Southwest corner of the southwest corner of the East half of the Northeast Quarter of Section Thirty three (33) Township Fourteen (14) Range Twenty (20) east of the sixth Principal Meridian, Douglas County, Kansas, thence east 175 feet, thence north 590 feet, thence in a Northwesterly direction 242 feet to the West line of the East Half of the Northeast Quarter of said Section, thence south 757 feet to the place of beginning.)

Also the southwest quarter of the Northwest Quarter of Section Thirty Four (34) Township Fourteen (14) Range Twenty (20) except ten acres more or less in the southwest corner thereof, described as follows: Beginning at the southwest corner of said Section Thirty Four (34) thence North 7.58 chains; thence east 12.95 chains; thence south 7.58 chains; thence West to place of beginning; also except a strip of land off of the east side 75 feet wide, which is deeded to J.W. Counts.

Also the west fifty (50) acres of the north half of the Northwest Quarter of Section thirty four (34) Township Fourteen (14) Range Twenty (20) East of the Sixth Principal Meridian, except a square ten acres in the Southeast corner of said tract of land. The three tracts mortgaged and described above contain 94 acres more or less.

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.

parties against all of them; and however, and in whatever manner, the said parties may be Conditioned, however, That if John A. Frazer and Emma R. Frazer 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 or before February 1, 1935 the sum of Thirty seven hundred and no/100 dollars, interest, according to the terms of a promissory note bearing even date herewith and made by John A. Frazer and Emma R. Frazer his wife, said parties of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgage, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens if any, which may be found to exist on said property, and all expenses and attorney's fee incurred by said party of the second part its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which the parties of the first part agree to pay, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies thereof duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinafter provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any instalment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens expenses and attorney's fees herein specified, shall, at the option of the party of the second part and without notice to the parties of the first part, become due and collectible at once by foreclosure or otherwise.

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

John T. Frazer
Edna R. Frazer

State of Kansas
Douglas County

On this 24th day of Dec. A.D. 1927 before me personally appeared John T. Frazer and Edna R. Frazer his wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

LS
My commission expires May 15/1931

W.M.Clark
Notary Public in and for said
County

Harold S. ...
Res. of Deeds
... Deputy