

MORTGAGE RECORD 75

issues and profits thereof.

Third, Said party of the first part hereby agrees to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth, Said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage to the amount of Five Thousand Dollars, less, if any, payable to the mortgagee or his assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said bonds as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received to the payment of said bonds, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said bonds, may deliver said policy to said party of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.

Fifth, Said party of the first part hereby agrees that if the maker of said bonds shall fail to pay or cause to be paid any part of said money, either principal or interest according to the tenor and effect of said bonds and coupons, when the same becomes due or within 30 days thereafter or to conform or comply with any of the foregoing conditions or agreements the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

And the said party of the first part for said consideration does hereby expressly waive an appraisalment of said real estate and all benefits of the stay laws of the State of Kansas.

The foregoing conditions being performed, this covenant to be void, otherwise of full force and virtue.

Sixth, In case of default of performance of any covenant herein contained the said first party agrees to pay to the said second party and his successors interest at the rate of 10 per cent per annum, computed semi-annually on said principal note or and interest coupons from the date of such default to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed the legal rate of 10 per cent per annum.

In Testimony Whereof, The said party of the first part has caused this mortgage to be signed on its behalf by its President thereunto duly authorized so to do, and to be attested by its Secretary and has caused its common seal to be hereunto affixed the day and year first above written.

Attest: Homer E. Gerstenberger
Secretary

(seal)
The Farmers Elevator Company

By Albert Groadier -- President

corp seal

State of Kansas I
County of Douglas JSS

Be it remembered, That on this 9 day of February 1928 before me the undersigned a Notary Public in and for the County and State aforesaid, came Albert Groadier president of the Farmers Elevator Company, a corporation duly organized incorporated and existing under and by virtue of the laws of Kansas, and Homer E. Gerstenberger, Secretary of said corporation, who are personally known to me to be the same persons who executed as such officers, the within instrument of writing on behalf of said corporation and said officers duly acknowledged the execution of the same to be the act and deed of said corporation.

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

LS
Term expires Dec. 16, 1930.

C.E. Cory
Notary Public

From J.J. Eddy
To N.P. Dodge Jr.

MORTGAGE

State of Kansas Douglas County ss
Filed for record Feb 23, 1928
At 4:30 P.M.

W.E. Wellbourn
Register of Deeds

Reg. No. 3220
Fee Paid: 50¢

This Indenture, Made and executed this 25th day of October A.D. 1927 by and between J.J. Eddy and Annie E. Eddy husband and wife party of the first part, and N.P. Dodge Jr. party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of Two Hundred Twenty eight (\$228.00) Dollars paid by said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents, does grant, bargain, sell and convey, unto said party of the second part, the following described real property situate in the County of Douglas and State of Kansas, to-wit:

Lot five (5) block three (3) of Belmont Addition to Lawrence.

together with all the tenements, hereditaments and appurtenances to the same belonging and all the estate, title, dower right of homestead, claims and demands whatsoever of the said party of the first part, in or to said premises or any part, thereof; and said party of the first part does hereby covenant, that said party of the first part is lawfully seized of said premises, that said premises are free from incumbrance except first Mortgage in amount of \$900.00 and that said party of the first part will warrant and defend the title to said premises against the lawful claims and demands of all persons whatsoever.

Provided Always and these presents are upon these conditions:

Whereas, said party of the first part has executed and delivered to the said party of the second part has executed and delivered to the said party of the second part, promissory note for above amount to be paid at the rate of \$1.00 weekly with interest at 6% per annum payable June 1, and December 1 of each year until the full amount has been paid, and whereas the party of the first part has agreed to keep the buildings, if any, upon said premises, insured in some company or companies approved by said party of the second part, for the sum not less than ---Dollars and deliver

Released 7-20-28
For Release see Bk 15 pg 296