

MORTGAGE RECORD 75

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advance and to keep said policy of life insurance Number 52964 on the life of Vanroy W. Miller in full force and effect.

Fourth, To pay all taxes, charges and special assessments on the real estate hereinbefore described, before the same become delinquent under the law of the State where the same is located and to fully protect the second party's title and lien on said property hereby created against all claims and demands whatsoever.

Fifth, To keep all improvements on said property in good repair usual wear and tear excepted. Sixth, That on default in the payment of any taxes, charges, or special assessments which may be imposed by law upon said premises, or any part thereof, or on the failure to keep said property insured or pay the premiums of insurance on the improvements, the second party, may at its option, pay or cause to be paid such taxes, charges, special assessments, or premiums of insurance on the improvements aforesaid, and the amount or amounts so paid, with interest thereon at the rate of ten per cent per annum from date of payment shall constitute a lien on the above described land and be secured by this mortgage and recovered in an action of foreclosure, the same as if it were a part of the unpaid mortgage debt.

Seventh, It is further agreed that after the payment of three annual premiums in cash by the insured under Policy Number 52964 according to its terms or sooner, if according to the terms of such policy it shall have any reserve value, privileges or benefits the second party may, at its option apply such reserve value or part thereof as it may see fit or any other privileges or benefits attaching to said policy of life insurance as may be necessary to the payment of any and all interest due on this loan, or, at the option of the second party, to the automatic payment of any premium due on said policy of life insurance according to its terms, all without prejudice to second party's right to declare the entire indebtedness due and payable if it sees fit and to foreclose this mortgage according to law, and also at its option to cancel said policy of insurance according to its terms and in harmony with the Statutes of Kansas for the cancellation of life insurance policies on account of the non-payment of premium when due.

Eighth: That the second party may resort for the payment of said principal monies, interest and insurance premiums on the life of Vanroy W. Miller to its several securities therefor in such order and manner and at such time or times as it may see fit.

Ninth, That it is expressly understood and agreed that this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagor shall convey away said mortgaged premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

Tenth, Now if the debt, obligation and the installments described in said note, evidencing said indebtedness, and herein, be paid when due and each and all of the agreements herein contained be kept and performed as aforesaid, then these presents shall be null and void, but if default be made in the payment of the note or any installment thereof when due, or any interest thereon or premium of life insurance or part thereof on said Policy Number 52964 when due or if any charge, taxes or assessment on the property herein described be not paid before the same become delinquent then the entire indebtedness hereby secured (except the unearned and deferred life insurance premiums) shall at the option of the second party, its successors or assigns by virtue of this mortgage, immediately become due and payable at once, without notice, and the second party its successors or assigns may proceed to foreclose this mortgage in the manner provided by law and to cancel said life insurance policy on the life of Vanroy W. Miller by the giving of notice of its intention to do so according to Chapter 212 of the Laws of Kansas for 1913 and any act or acts amendatory or supplemental thereto, or the said second party may at its option avail itself of any rights or remedies of any one of the securities hereby granted as set forth in paragraph Eight hereof, without forfeiting or affecting any other right that it may have hereunder.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal on the day and year first above written.

Vanroy W. Miller

State of Kansas
Douglas County ISS

Be it remembered, That on this 29th day of February A.D. 1928 before me a Notary Public in and for said County and State came Vanroy W. Miller a single man to me personally known to be the same person who executed the within instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written,

C.B. Holmes
Notary Public

LS
My commission expires April 20, 1929.

From
Victory Life Ins. Co
To
George H. Henry

PARTIAL RELEASE

State of Kansas Douglas Co. ss
Filed for record Feb 28, 1928
At 9:40 A.M.

Geo. E. Willman
Register of Deeds

State of Kansas
Shawnee County ISS

Know all Men By These Presents, That Victory Life Insurance Company of the county and state aforesaid do hereby certify that a certain Indenture of Mortgage dated Feb 1, 1927, made and executed by George H. Henry and Gertrude Henry his wife of the first part to The Pioneer Mortgage Company of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas in volume 75 page 99 on the 2nd day of August A.D. 1927, is as to

The north half of Northwest quarter (1/4 NW 1/4) of Sec. 24, Twp 12, Rg 17, in Douglas County, Kansas fully paid, satisfied, Released and Discharged. This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage on the remaining land described in said mortgage but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness my hand this 27th day of February A.D. 1928.

Victory Life Insurance Company.

Corp. seal

By— W.J. Bryden
Secretary.

State of Kansas