

# MORTGAGE RECORD 75

shall fail to perform all and singular the agreements herein contained, then this conveyance shall, at the option of the party of the second part, become absolute and the whole amount secured hereby, shall become immediately due and payable, without notice, (anything herein or in said promissory notes to the contrary notwithstanding), and it shall be lawful for said party of the first part, its successors or assigns, at any time thereafter to proceed by foreclosure or any other lawful mode to collect the amount of said notes; and out of all the moneys arising from the sale under any such proceeding to retain the amount then due for principal and interest, together with the costs as hereinafter provided and charges of making such foreclosure sale, and the surplus, if any there be shall be paid by the party making such sale, on demand to the said parties of the first part their heirs or assigns.

And said parties further expressly agree that they will pay all taxes, charges or assessments levied upon said real estate or any part thereof, when the same shall become due and payable, under the laws of the State of Kansas, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns; and will pay all taxes levied directly or indirectly upon this mortgage or the notes secured thereby or the income arising therefrom Upon violation of this agreement then and in any such event the debt hereby secured, without any deduction shall, at the option of the mortgagee become immediately due and collectible; and the said first parties shall not be entitled to any offsets against the sums hereby secured for taxes or assessments so paid.

And said first parties further expressly agree that they will at their own expense until the indebtedness herein recited is fully paid, keep the buildings erected on said lands insured against loss by fire, lightning and wind storm in the sum of -----Dollars; in insurance companies approved by said second party its successors or assigns, each policy having a subrogation mortgage clause attached thereto with loss, if any, payable to said second party or assigns. In case of failure of said first parties to maintain insurance as agreed, then said party of the second part, its successors or assigns, may effect such insurance, and said parties of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs.

In case of a failure of the parties of the first part to pay taxes, insurance and all assessments on said property including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns, and all taxes levied upon this mortgage or the notes secured thereby, the party of the second part may pay the same and the amount thereof shall be added to and deemed a part of the principal sum secured hereby and bear ten per centum interest per annum and be repayable by the parties of the first part on demand. And in the event of the foreclosure of this mortgage the amount so paid shall be included in any judgment or decree rendered therein.

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

Signed, sealed and delivered  
in the presence of -----/

Fred James Whaley (SEAL)  
Jessie C. Whaley (SEAL)

State of Kansas I  
County of Douglas ISS

On this 19th day of March A.D. 1928 before me personally appeared Fred James Whaley and Jessie C. Whaley 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 Dec. 29, 1928.

Bernice E. Jones  
Notary Public in and for said county

From  
To John W. Breithaupt  
Commerce Trust Company.

MORTGAGE

State of Kansas Douglas Co. ss  
Filed for record Mch 20, 1928  
At 1:20 P.M.

Joe E. Wellman  
Register of Deeds

This Mortgage made the first day of March A.D. 1928 between John W. Breithaupt, and Lottie Breithaupt his wife of Baldwin of the county of Douglas and state of Kansas, hereinafter called the first party and Commerce Trust Company a body corporate, existing under and by virtue of the laws of Missouri, and having its chief office in the City of Kansas City, and State of Missouri hereinafter called the second party.

Witnesseth, That whereas the first party, John W. Breithaupt and Lottie Breithaupt his wife is justly indebted to the second party, Commerce Trust Company, for money borrowed in the sum of Six Thousand Five Hundred Dollars in evidence of which the first party has executed one amortization note of even date herewith payable in annual installments on the first day of March each and every year hereafter, until fully paid, as set out in said note, the last installment being payable on the First day of March 1963. Said note is executed by the first party, and the installments thereon bear interest after maturity at the rate of ten per cent per annum, until paid, principal and interest payable in installments as set out in said note, and are made payable to the order of the second party, Commerce Trust Company, at Chase National Bank (Metropolitan Branch) Fourth Avenue and Twenty Third Street, New York City, New York, or at such other place as the holder thereof may from time to time designate in writing, with exchange on the City of New York.

Now Therefore, This Indenture, Witnesseth, That the first party, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said amortization note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents mortgage and warrant unto the second party its successors and assigns forever, all the following described lands and premises situated in the County of Douglas and State of Kansas, to-wit:

The northeast Quarter (1/4) of section No. one (1) Township No. Fifteen (15)  
South Range No. eighteen (18) East, containing one hundred fifty eight acres more or less.

together with the rents, issues and profits of said lands and the growing crops thereon in case of default in the payment of any installment of principal or interest on the note hereby secured when the same shall become due.

And, as additional and collateral security for the payment of the debt hereinbefore described, the first party hereby assigns to the second party its successors and assigns, all right title and interest in and to all royalties and rentals accruing to them under all oil, gas, mineral agricultural or other leases on said real estate and directs any lessee on demand to pay the second party, its successors and assigns, all royalties and rentals that may be payable to them under the

223  
This mortgage was recorded in the Register of Deeds of the County of Douglas, State of Kansas, on the 20th day of March, 1928, at 1:20 P.M., and is a true and correct copy of the original as the same appears from the records of said Register of Deeds.  
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