

## MORTGAGE RECORD 75

A.D. 1925 which is recorded in Book 69 of Mortgages page 177, of the records of Douglas County, Kansas satisfaction of such mortgage is hereby acknowledged and the same is hereby released.  
Dated this 20th day of March A.D. 1928.

Cory Seal.

The Merchants Loan & Savings Bank

By A.F. McLennahan V. Pt.

State of Kansas |  
Douglas County |SS

Be it remembered, That on this 20th day of March A.D. 1928 before me Jane Sheets a Notary Public in and for said county and state came A.F. McLennahan V. Pt. of The Merchants Loan & Savings Bank, to me personally known to be the same person who executed the foregoing instrument of writing 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.

LS  
My commission expires Sept 10, 1931/

Jane Sheets  
Notary Public.

From  
Beatrice N. Branson et al  
To  
Bankers Mtg. Co.

MORTGAGE

State of Kansas Douglas County, ss  
Filed for record Mch 22, 1928  
At 10:45 A.M.

Register of Deeds

Reg. No. 3320  
Fee Paid 10<sup>00</sup>

This Indenture Made March 1, 1928 by and between Beatrice N. Branson and Walter E. Branson wife & husband of the county of Lawrence State of Kansas parties of the first part, and THE BANKERS MORTGAGE COMPANY of Topeka, Kansas, party of the second part:

Witnesseth, That said parties of the first part in consideration of the sum of Four Thousand and no/100 Dollars paid by the said party of the second part the receipt whereof is hereby acknowledged do hereby sell and convey unto the said second party, its successors or assigns, the following described real estate situated in the county of Douglas and state of Kansas to-wit:

All of Lot Numbered One Hundred Forty (140) on Rhode Island Street, in the City of Lawrence Douglas County, Kansas.

The debt secured by this Mortgage is further secured by a Two Thousand Dollar Savings Bond in the Bankers Mortgage Company of Topeka Kansas, No. ----- and it is agreed that any default of any payment due on said Bond shall be a breach of the conditions of this Mortgage and shall entitle the holder thereof to foreclose the same.

To Have and to hold said premises with all appurtenances thereunto belonging unto the said party of the second part, its successors or assigns, forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

Provided Always, And this instrument is executed and delivered upon the following conditions:

First: That said parties of the first part shall pay, or cause to be paid to the party of the second part its successors or assigns, Four Thousand, and no/100 (\$4000.00) Dollars on the first day of March 1938 with interest thereon, payable Semi-annually from March 1928 according to the terms of one promissory bond or note, signed by said parties of the first part, payable to the order of The Bankers Mortgage Company of Topeka, Kansas, and bearing even date herewith.

Second, In consideration of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or note hereby secured, or the mortgage securing the same, or against the owner of said bond or note and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal then the mortgagors herein shall pay only so much of said taxes and assessments as, added to the interest herein, and in said note contracted, shall equal ten per cent on the principal of the debt hereby created and secured.

Third, Parties of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure, maintain and deliver to said second party, its successors or assigns, insurance policies on the buildings thereon in companies to be approved by the second party, its successors or assigns, for not less than \$4000.00 with National Board Standard Mortgage Clause attached in favor of the second party, its successors or assigns, as their interest may appear; and shall keep the buildings and other improvements in good repair and condition.

FOURTH: It is understood and agreed that if said insurance is not promptly effected, or if the taxes or special assessments levied or assessed against said real estate or against said bond, or note hereby secured or the mortgage securing the same shall not be paid before delinquency, said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of payment, shall be alien against said premises and secured hereby.

Fifth, It is further agreed that if default be made in the payment of the interest on said note, or and portion thereof for the space of ten days after the same becomes due, or in the payment of taxes or special assessments levied or assessed under the laws of the State of Kansas against said real estate or against said bond or note hereby secured or the mortgage securing the same before delinquency, or in case the parties of the first part fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained, time being of the essence of this contract, then this mortgage and all sums of money secured hereby, less the interest for the unexpired time, shall, at the option of the second party, its successors or assigns, become at once due and payable, without further notice, and this mortgage may then be foreclosed and the mortgaged premises sold in one body without appraisement. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition

See Commission, Sec. 20, Ch. 29, Page 133  
For Name, Sec. 20, Ch. 29, Page 133