

MORTGAGE RECORD 75

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 therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore 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 installment 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 above 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.

In presence of

Don Westheffer
Phebe L. Westheffer

State of Kansas)
Douglas County) ss

On this 22nd day of March A.D. 1928, before me, personally appeared Don Westheffer and Phebe L. Westheffer, 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.

L'S

My commission expires January 29th, 1931.

Adolph Lots Jr
Notary Public in and for
said County.

From
J.W. Clough

MORTGAGE

State of Kansas Douglas Co. ss
Filed for record Mch 22, 1928
At 10:50 A.M.

Ex. No. 3321 To Bankers Mtg. Co.
For P.M. 18.00

Geo. E. Wellman
Register of Deeds

This Indenture, Made March 1, 1928 by and between J.W. Clough and Thelma Clough husband & wife of the county of Douglas 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 Thirty two Hundred fifty 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 number four (4) in Spauldings Sub-division of Land in Douglas County Kansas, according to the recorded plat on file in the office of the register of deeds at Lawrence Douglas County, Kansas.

The debt secured by this Mortgage is further secured by a Sixteen Hundred Fifty 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 successor 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, Thirty two Hundred Fifty and no/100 (\$3250.00) Dollars on the first day of March 1928 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 such 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 \$3250.00 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.

I, Mary Ellen Simmons, Clerk of the District Court, Douglas County, Kan., do hereby certify that a judgment, order or decree of said court was recorded and filed in the District Court of Douglas County, Kansas, on the 7th day of March, 1928, and that the same is recorded in Journal 35, at page 78. Witness my hand this 8th day of March 1928.
Mary Ellen Simmons
 Clerk of District Court