MORTGAGE RECORD 75

From Clarence E. Mitchell To

MORTGAGE

G.F. Broughton

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Star of Kansas Douglas Co. 88 Filed for record Mch. 27, 1928 At 8:00 A.M.

Isa E. Wellman Register of Deeds

This Indenture, Made this 10th day of March in the year of our Lord one thousand nine hundred Twenty eight by and between Clarence E. Mitchell and his wife Zella Mitchell of the county of Douglas and State of Kensas, parties of the first part, and J.F. Broughton of Shawnee County,

In Humined Nearly eight by and between Universe 2. Mitchell and his wile Zeila Mitchell of the contry, of Douglas and State of Kansas, parties of the first part, and J.F. Broughton of Shawnee County, State of Kansas party of the second part.
Witnesseth, That the said parties of the first part for and in consideration of the sum of Three Thousand and Fifty and no[00 Dollars to them in hand paid by the said part of the second part the receipt whereof is hereby acknowledged have Granted, Bargained and Sold and by these presents do Grant, Bargain, Sell, Convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, all of the following described tract, piece or parcel of lend lying and situate in the County of Douglas and state of Kansas, to-wit:
Southeast quarter (4) of Section thirteen (13) Township Fourteen (14) and Barge Seventeen (17) in Douglas County State of Kansas, Being in all 160 acres more or less, according to Legal survey thereof.
(This mortgage of (\$3050.00) being a second Mortgage to a First Mortgage of \$4800.00 said First Mortgage of the second part, and to his heirs and ensigns forever. And the said appurtenances therewite belonging, or in anywise appertaining and all rights of homestead exemption, unto the said parties of the second part, and to his heirs and assigns forever. And the said aprite of the premises obove granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will Werrant and Defend the same, the quarts of hosesself. of all persons whomsoever

of all persons whomsoever. Provided Always, And this instrument is made, executed and delivered upon the following conditions, to-wit: First, said Clarence E. Mitchell and his wife Zella Mitchell justly indebted unto the said party of the second part in the principal sum of Thirty Hundred and Fifty and no/100 Dollars Instrulu money of the United States of America, being for a loan thereof, made by the seid party of the second part to the said Clarence E. Mitchell and his wife Zella Mitchell and payable according to the tenor and effect of Five certain First Mortgage Real Estate Notes numbered 1-2-3-4-5 executed and delivered by the said Clarence E. Mitchell and his wife Zella Mitchell bearing date March 10th, 1928 and payable to the order of the said J.F.Broughton at Topeka, State of Kansas as Follows, To-wit: \$300.00 Dec. 15th, 1932; and \$300.00 Dec. 15th, 1932; with Inte. at 5f payable semi-annually with interest thereon from date until maturity at the rate of Five per cent per annum payable semi-annually and eight per cent per annum after maturity at said Inte. and Principal payable

payable semi-annually and eight per cent per annum after maturity at said Ints. and Principal payable at Topeka, Kansas.

at Topeka, Kansas. Second, Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums forthe amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 8 per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed and shall be entitled to immediatel possession of the premises, and the rents, issues and profits thereof.

Insurance premiums or not it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed and shall be entitled to immediatelpossession of the premises, and the rents, issues and profits thereof. Third, Said parties of the first part hereby agree 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 notes hereby secured are fully paid. Below described insurance to be held by parties of first ports. Fourth, Said parties of the first part hereby agree to procure and maintain pobled 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 Three Thousand and fifty and no/100 Tollars loss, if any, payable to the mortgage or their assigns, And it is further agreed that every such policy of insurance shall be held by the party of the second part, of the legal holder or holders of said note, 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 meneys thich may at any time become payable and receivable thereon, and apply the same, then received, to the payment of note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or me buildings erected on the aforesaid nortgaged premises. Said party of the first part and require the collection of the same, and poly the first part and prove the makers of said notes shall fail to pay or cause to be paid, any part of said money either principal or interest, according to the tener and effect of said note and cuupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions

And the said parties of the first part for said consideration does hereby expressly waive an appraisement of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas. The foregoing conditions being performed this conveyance is be void; otherwise of full force and virtue.

In Testimony Whereof, The said parties of the first part have hereunto subscribed their names on the day and year above mentioned,

Executed and delivered in presence of

Clarence E. Mitchell Zella kitchell

State of Kansas Shawnee County ISS

Be it remembered, That on this 12th day of March A.D. nineteen Hundred Twenty eight before me the undersigned a Notary Public in and for said County and State came Clarence E. Mitchell and his wife Zella Mitchell who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

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