

MORTGAGE RECORD 75

231

loan at an earlier date, by reducing the percentage applicable to interest and increasing the percentage applicable to principal.

Witness the hand(s) and seal(s) of the part(y-ies) of the first part the day and year first above written.

Lewis Howell
Winnie M. Howell

State of Kansas |
County of Douglas|SS

Be it remembered, That on this 30th day of March A.D. 1934 before the undersigned a Notary Public within and for the county and state aforesaid came Lewis Howell and Winnie M. Howell his wife to me personally known to be the same person(s) who executed the foregoing instrument and duly acknowledged execution of the same.

In Witness Whereof, I have hereunto set my hand and official seal, the day and year last above written.

C.C. Gerstenberger
Notary Public

LS
My commission expires Nov. 12, 1930.

From C.J. Copp et ux
To Prudential Investment Co

MORTGAGE

State of Kansas, Douglas Co.:
This instrument filed for record
March 31st, 1934 at 11:05 A.M.

John E. Williams
Register of Deeds

Fee Paid
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7 50

This Indenture, made this 30th day of March A.D. 1934, by and between ---
---C. J. Copp and Anna J. Copp, husband and wife of the County of Douglas and State of Kansas, parties of the first part, and The Prudential Investment Company, a corporation organized under the laws of Kansas, of Topeka State of Kansas, party of the first part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand and no/100 (\$3000.00) Dollars to them in hand paid, the receipt whereof is hereby acknowledged do by these presents grant, bargain, sell, and convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and state of Kansas, to wit:

The Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of
Section Eleven (11) Township Thirteen (13) Range Twenty (20)

To have and to hold the same with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

First. That the parties of the first part are justly indebted to the party of the second part in the sum of ---Three Thousand and no/100 (\$3000.00) Dollars--- according to the terms of one certain mortgage note of even date herewith, executed by said parties if the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part with interest thereon at the rate of five per cent per annum, payable on the first day of April and October in each year, according to the terms of interest notes thereto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of The National Bank of Topeka, in Topeka, Kansas, and all of said notes bearing ten per cent interest after maturity.

Second. That the parties of the first part agree to keep all buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of \$2500- fire & tornado -in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

Third. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure, and if suit shall be filed for the foreclosure of this mortgage may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the part--of the first part; and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage and may be recovered with interest at ten per cent in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

Fourth. That in case of default of any of the covenants or agreements herein contained the rents, and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property by a receiver or otherwise as it may elect.

Fifth. That the parties of the first part hereby agree to pay all taxes and assessments general or special, which may be assessed upon said land, premises or property or upon the interest of the party of the second part therein, and not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent or any interest therein to be sold for taxes.

Sixth. That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.