

this mortgage in the manner provided by law, in which event the amount due and owing shall bear interest thereafter at the rate of ten percent per annum, or the party of the second part may, at its option, pay said taxes or effect said insurance, in which event the sum so paid by it shall be added to the principal sum due hereunder, which shall bear interest from the date of its payment by the party of the second part until the same shall be repaid, at the rate of ten per cent per annum.

And the said parties of the first part further covenant and agree that in case of default on their part in any of the covenants and conditions to be performed by them hereunder, or in the event of commission of waste, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured, immediately due and payable, and thereupon the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and further security for the payment of the moneys mentioned herein, and said party of the second part, its successors or assigns, may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels, or otherwise, at the option of the party of the second part, its successors or assigns.

In Witness Whereof, the parties of the first part have hereto signed their names, this the day and year first above written.

P.D. Olmstead

Grace Olmstead

State of Kansas |  
Douglas County | SS

Be it remembered that on this 27th day of March, A.D. 1928, before me, the undersigned, a Notary Public in and for the County and state aforesaid, personally appeared P.D. Olmstead and Grace Olmstead his wife to me known to be the same persons named in and who executed the foregoing instrument of writing, and who duly acknowledged the execution thereof to be their free and voluntary act and deed and for the purpose and consideration therein expressed.

In Witness Whereof, I have hereto signed my name and affixed my notarial seal, on this the day and year last above written.

A. F. Flinn,  
Notary Public.

LS

My commission expires April 10, 1931.

From . . . . .  
W.W. Morris & Wife

Mortgage

State of Kansas, Douglas Co., SS  
Filed for record March 31, 1928, at  
8:30 A.M.

To

N.P. Dodge Corporation

Register of Deeds

This Indenture, made and executed this Sixteenth day of March, A.D. 1928 by and between W.W. Morris and his wife, Viola Morris, party of the first part; and N.P. Dodge Corporation party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of Two Hundred Nine Dollars and 50/100 (\$209.50) Dollars, paid by said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents, does grant, bargain, sell, and convey, unto said party of the second part, the following described real property situate in the County of Douglas and State of Kansas, to-wit:

Lot Thirteen (13) of Block Two (2) in Belmont Addition to Lawrence as surveyed, platted and recorded.

together with all the tenements, hereditaments and appurtenances to the same belonging and all the estate, title, dower right of homestead, claims and demands whatsoever of the said party of the first part, in or to said premises or any part thereof; and said party of the first part does covenant that said party of the first part is lawfully seized of said premises, that said premises are free from incumbrance except first mortgage for \$1150.00 and all taxes and that said party of the first part will warrant and defend the title to said premises against the lawful claims and demands of all persons whatsoever except liens or encumbrance assumed or created by Mortgage.

Provided always, and these presents are upon these conditions:

Whereas, said party of the first part has executed and delivered to the said party of the second part One (1) promissory note for Two Hundred Nine and 50/100 (\$209.50) Dollars, payable One Dollar (\$1.00) on or before each Saturday from date, or the equivalent thereof monthly in advance until said purchase price is paid in full, and drawing interest at the rate of six per cent (6%) per annum, interest to be paid semi-annually, June 1st and December 1st of each year. This mortgage is given as part purchase price, and whereas, the party of the first part has agreed to keep the buildings, if any, upon said premises, insured in some company or companies approved by said party of the second part, for the sum not less than ----- Dollars, and deliver to said party of the second part the policy or policies containing a clause with the loss payable to said party of the second part, or assigns, and has agreed to pay all taxes and assessments against said premises before the same, by law, become delinquent, and has agreed that if said party of the first part does not provide such insurance, or fails to pay all taxes as aforesaid, then said party of the second part, or holder hereof, may pay such insurance and taxes, or either of them, and all amounts so paid by said party of the second part shall bear interest at the rate of ten per cent per annum from the date of payment, and this mortgage shall stand as security therefor, and said sum may be added to the amount of the mortgage debt, and the same recovered as a part thereof. Now, if the said party of the first part shall well and truly pay or cause to be paid the said sum of money in said note mentioned, with interest thereon according to the tenor and effect of said note, and shall keep said buildings insured as aforesaid, and shall keep all taxes and assessments paid, and shall duly keep, and perform all the other covenants and agreements herein contained, then these presents to be null and void. But if said sum of money or any part thereof, or any interest thereon, is not paid when the same is due, or if said buildings shall not be kept insured as aforesaid or if the taxes and assessments against said premises are not paid at or before the time the same become by law delinquent, or if said party of the first part shall fail to keep and perform any covenants herein contained, the holder hereof shall have the option to declare the whole of said indebtedness due and payable at any time after such failure or default, and may maintain an action at law or equity to recover the same, and the commencement of such action shall be the only notice of the exercise of said option required.

And it is further provided and agreed, that the said Mortgage shall and will pay all taxes levied upon this mortgage or the debt secured thereby, together with any other taxes or assessments which may be levied under the laws of Nebraska, against the said mortgage or the legal holder of the said principal note on account of this indebtedness.

In testimony whereof, ----- hereunto set ----- hand ----- the date above written

In presence of

W.W. Morris  
Viola Morris

Eng. No. 3357  
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The William & John W. Dodge Co.