MORTGAGE RECORD 75

State of Kensas I County of Douglas I SS County of youghts 1 05 On this 20th day of March A.D.1928 before me,a Notary Public in and for the said County personally came the above nemed W.W.Morris and his wife, Yiola Morris who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors and they acknowledged said instrument to be their voluntary act and deed. Witness my hand and Notarial Seal the date last aforesaid. John C. Enick My commission expires on the 13th Day of January Notary Public A.D., 1932. State of Kansas, Douglas Co., SS Filed for record March 31,1928, at 2:25 P/M From Mortgage Homer H. Gerstenberger & Wife Collins Mortgage Co. Isa E. Wellman Register of Deeds This Indenture made the 16th day of March A.D.1928 between Homer H. Gerstenberger and Erna Gerstenberger, his wife, parties of the first part, and Collins Mortgage Company, a corporation perty of the second part: Brg. No. 3353 party of the second part: Witnesseth, that the said parties of the first part in consideration of Fifteen Hundred and no/100---Dollars to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargein, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described Real Estate situated in the County of Douglas and State of Kensan, to-wit: Kensas, to-wit: to wind my and South Half of the Southwest Quarter of Section Thirty-two (32) Township Thirteen(13) Range Twenty-one (21) East of the Sixth Principal Meridian. Together with the privileges and appurtenances to the same belonging. To have and to hold the same to the party of the second part, its successors and assigns forever. And the said parties hold the same to the party of the Second part, its successors and assigns forever. And the said parties of the first part hereby covenent that they have good right to sell and convey said premises and that they are free from incumbrance ,--- and hereby warrant the title thereto against all persons whomso-ever, and waive all right of homestend therein. Conditioned, however, that if Homer H. Gerstenborger and Erna Gerstenberger, his wife, said ever, and waive all right of homestead therein. Conditioned, however, that if Homer H. Gerstenberger and Erna Gerstenberger, his wife, said parties of the first part, their heirs, executors, administrators or assigns shall pay or cause to be paid to the said party of the second part, its successors or assigns, on April 1,1933, the sum of Fifteen Hundred and no/100--Dollars with interest according to the terms of a promissory note bearing even date executed by Homer H. Gerstenberger and Erna Gerstenberger, his wife, said parties of the first part, to the said party of the second partgand shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kanssa upon said premises, or may part thereof or upon the interest of the mortgage sits successors or assigns in said premises, or may part thereof or upon the interest of the mortgage its successors or assigns in said premises or upon the note or debt secured by this mortgage and procure and deliver to said party of the second part, its successors or assigns at its or their home office before the day fixed by haw for the first integret or penalty to accrue thereon, the official receipt of the proper officer showing payment of all_thrase and assess-ments; and is long as any part of the debt hereby secured remains unpaid; shall keep the huidings upon said premises insured equinat loss or damage by fire in some reliable insurance contain any companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than - dollars/provided, however, that if the policies of such insurance contain any contain or provision as to co-insurance condition), with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof, deposit such policies with the said party of the second part, its successors or assigns, shall pay all prior liens, if any, whica may be found to exist on sai the dree have have a for the second of the s withing on the Regarder of consert these fraces is then pet any of for the hao P. The set 2 340 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 Y 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 dealer the whole indebtedness hereby secured due and col-lectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay shald taxes and special assessments (irregularities in the levy or assess-ments thereof being expressly weived) and may pay such liens, expenses and attorney's ises and all such payments with interest thereon from the time of payment at the rate of eight perfectum per annum shall be deemed part of the indebtedness secured by this mortgage. And it is agreed that in case of default shall be made in the payment of any instal-ment of said noteor 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, and contexpect the time of payments, inservice years with any condition of this mortgage. Linda I 269 y d'The Ra Aciely. Certan Ň Co consistent of this mortgage than the said note and the whole indebteiness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorneys fees herein, 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 foreclosurebr otherwise. In Witness Whereof, the said parties of the first part have hereinto set their hands the day and year first above written. Que. freis . Company is The Contractor Homer H. Gerstenberger Erna Gerstenberger In presence of State of Kansas

(Seal shows) Douglas County ISS

On this 39th day of March A.D. 1986 before me personally appeared Homer H. Gerstenberger and Erna Gerstenberger 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.

LS My commission expires January 29th, 1931.

Adolph Lotz Jr. Notary Public in and for said County.

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