

MORTGAGE RECORD 75

Register #3389
Fee Pd \$10.00

MORTGAGE

From Claude Sims et ux
To Bartlett Mortgage Company

State of Kansas, Douglas Co. ss
This instrument filed for record
April 17th, 1928 at 2:30 P.M.
Isa E. Wellman

Register of Deeds

This Indenture, made the 30th day of March A.D. 1928, between ---Claude Sims and Ima Jean Sims, husband and wife, of the County of Douglas and State of Kansas, party of the first part and ---Bartlett Mortgage Company, a corporation under the laws of the State of Missouri, located at St Joseph, Buchanan County, Missouri, party of the second part,

Witnesseeth, that the said party of the first part, in consideration of the sum of (\$4000. Four Thousand Dollars---- in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the county of Douglas and State of Kansas, to-wit:

The West Half of the Southeast Quarter of Section Ten (10) in Township Fifteen (15) of Range Twenty-one (21).
Containing Eighty (80) acres.

As additional and collateral security for the payment of the note hereinafter described and all sums to become due under this mortgage, said party of the first part hereby assign to said party of the second part, its successors and assigns, all the rents, profits, revenues, royalties, rights and benefits accruing to said party of the first part under all oil and gas leases on said premises, with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and said party of the second part is further authorized to execute and deliver to the holder of any such oil and gas lease upon said premises a binding receipt for any payments made under the terms of said lease or leases and to demand, sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

To Have and To Hold the same, with appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, his successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

in fee to said premises.

And the said party of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided However, that if the said party of the first part shall pay, or cause to be paid to the said party of the second part, its successors or assigns, the principal sum of (\$4000.)-----
 Dollars,----- on the first day of April, A.D. 1937, with interest thereon at the rate of five per cent
 per annum, payable on the first day of April, and on the first day of October in each year, together with interest at the rate
 of five per cent per annum on any installment of interest which shall not have been paid when due and
 on the said principal sum after the same becomes due or payable, according to the tenor and effect of a
 promissory note, bearing even date herewith, executed by the said party of the first part and payable
 at the office of said Company, in St Joseph, Missouri; and shall perform all and singular the covenants
 herein contained; then this mortgage to be void, and to be released at the expense of the said party of
 the first part, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges, or attorney's fees incurred and paid by the party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on the lien created by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$1000. in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs or effect such insurance; and the amounts paid thereof, with an interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectible with as part of and in the same manner as, the principal sum hereby secured.

principal sum hereby secured.

And the said party of the first part to further covenant and agree that in case of default in payment of any installment of interest or in performance of any of the covenants or agreements herein contained, or at any time thereafter, during the continuance of such default, the said party of the second part, his successors or assigns may without notice, declare the entire debt secured hereby to be immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, his successors or assigns, shall be entitled to immediate possession of said premises , and 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.

In Witness Whereof, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Claude Sims
Ima Jean Sims.

State of Kansas)
County of Franklin) ss:

County of Franklin) ss; On this 2nd day of April A.D.1928, before me, a Notary Public, in and for said County, personally appeared Claude Sims and Ima Jean Sims, 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.

Witness my hand and official seal, the day and year last above written.

My Commission expires June 7th, 1930.

W.H. Moherman.
Notary Public.

L.S.

The following is endorsed on original instrument:
James H. McKeon & Company, of the Springfield within named, their truly acknowledged full
 payment of \$14,141.00 secured by the foregoing mortgage, and subject to the payment of any
 balance of \$14,141.00, owing McKeon, to discharge the same of record.
 By William McKeon, the said Company has caused these presents to be read
 and by W. H. McKeon and it is certified that to be official this 3rd day
 of Oct. 1913
W. H. McKeon Springfield Company by G. J. Barrett Jr. and Robert
Barrett

Recd. Oct. 8, 1913
W. H. McKeon

Recd. Oct. 8. 1922
Jas. W. Newman