MORTGAGE RECORD 75

does by these presents grant, bargain, sell and convey unto the said mortgagee, its successors and assigns all of the following described real estate situated in the County of Douglas and Johnson and State of Kansas, to-wit:

t: Beginning at the Northeast corner of Northeast Quarter (NE4) of Section Three (3) Tormship Thirteen (13) Range Twenty-one (21) East of the 6th P.M., thence West on Section line to center of Captains Creek; thence up the center of said Creek with its meandering to within 30 rods of South line of aforesaid quarter section; thence East to the section line; thence North on said section line 130 rods to place of beginning, containing 82-2 with its meanderings acres, more or less, in Douglas County,

Also the West Seventy eight (78) mores of the Southeast Quarter (SE1) and the whole of the Southmest Quarter (SW1) of Section Thirty-six (35) Township Twelve (12) Range Twenty-one (21) East, containing Two Hundred Thirty Eight (238) acres, more or less, in Johnson County and the land herein conveyed containing in the aggregate Three hundred twenty (320)

and the find herein course to training in the segregate there in the series of the second sec the delivery hereof mortgagor is the lowful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and mortgagor will was war

indefeasible estate of inheritence therein, free and clear of all incumprances, and mortgogor will ware rent and defend the same in the quiet and penceable possession of mortgogee, its successors and assigns, forever, against the lawful claims of all persons whomsoever. As additional and colleteral security for the payment of the note or notes hereinafter described, the mortgogor hereby assigns to and nortgogee, its successors and assigns, all of the rights and benefits according to the mortgogor under all oil, gas or mineral leases on said premises, this assign to the mortgogor thereby assigns to and contract on the north of the rest of the rest of the same set of the rest of the same set of the rest of the same set of the rest and were us according to the mortgagor under all oil, gas or mineral leases on said premises, this descape ment to terminate and become void upon release of this mortgage. Provided however, that shid mortgage its successors and assigns shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights or benefits to mortgagor or assigns until notified by legal holder of the note or notes hereby secured to account for and to pay over the same to much least holder. such legal holder.

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

ions, to-wit: First. That the mortgagor is justly indebteiness to the mortgage in the sum of Eighty Five Hundred Dollars according to the terms of 1 certain mortgage note dated 15th day of "pril, 1923 due June 1st, 1933 with interest from June 1st, 1923 at the rate of Five per cent per annum.payable semi-annually executed by mortgager in consideration of the actual loan of said sum and payable to the order of the mortgage with interest thereon payable as stipulated in said note, both principal and interest and all other indebtedness accruing under said note-being payable in lawful money of the United States of America at the principal office of the Kansas City Life Insurance Commany in Kansas City, Missouri, and said note providing that if default be made in the payment of any interest due, the principal and accrued interest unpaid may be declared due and the legal holder at once proceed to collect the same, and the principal and interest not paid when due shall bear interest thereater at the rate of ten per cent per annum. cent per annum.

cent per annum. Second. That the mortgagor agrees to keep all fences, 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 against loss by Fire in the amount of \$----and against loss by Tornado in the amount of \$---- in insurence companies acceptable to the mortgages with policies payable to it in case of loss to assign and deliver to mort-gages 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 agreed that the mortgage may collect the in-surance moneys or may deliver the policies to the mortgage for collection. At the election of said mortgages, the insurance moneys chall be applied either on the indebtedness secured hereby or in re-building. building.

Duilding. Third. That the mortgagee 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 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 pro-

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foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall pro-vide 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 mortgagee as additional and collateral se-curity for the payment of all the indetedness secured hereby and the said mortgage is entitled to the possession of said property, by a receiver or otherwise as mortgagee may elect. Fifth. That the mortgagor hereby agrees to pay all taxes and assessments, genural or special which may be assessed in the State of Kanasa upon the said premises or upon the interest of the mort-gages therein, and if at any time any law, either state or federalshould be passed making any change in the tax laws now existing by which any additional or increased tax is sought to be imposed directly or indirectly upon the holder of this mortgage, the det hereby secured, shall, at the option of the mort-gages therein is and if and on lettibe, not whits and ing whing contained in this mortgage or any law hereafter enacted. The mortgagor further agrees not to permit any of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof or any interest therein to be sold for taxes. to be sold for taxes.

Sixth. It is further agreed that all the covenants and agreements of the mortgagor herein

Sixth. It is further agreed that all the covenants and agreements of the mortgagor herein contained shall extend to bind the mortgagor's heirs, executors, administrators, successors and assigns. Seventh. That if such payments be made as are herein specified, this conveyance shall be iv void; but if the note herein described, or any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein con-tained, then this conveyance shall become absolute and the whole of said principal note, shall become immediately due and payable at the option of the mortgages; and no failure of the mortgages to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any, time as to the past, present, or future default hereunder; and in case of de-fault of payment of any sums herein covenanted to be paid, the said mortgages interest at the rate of ten per cent per annum, computed annually on said sums, from the date of default to the time when said sums shall be fully paid. Eight. This mortgage and the note saccured thereby are to be governed by and construed

Eight. This mortgage and the note secured thereby are to be governed by and construed under the laws of the State of Kansas .

In Witness Whereof, The said mortgagor has hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

John Edelbrock (Sen1) Kate Edelbrock (Seel)

Steve of Kansas Dobglas County

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)SS Be it remembered, that on this 23rd day of April A.D.1928 before me the undersigned a notary public in and for the county and state aforesaid came John Edelbrock and Kate Edelbrock, his

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