

# MORTGAGE RECORD 75

281

notary public in and for said county and state, came the above named C.W. Smith personally known to me to be the same person who signed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and seal at Lawrence, Kansas this 22nd day of June 1928.

IS

Elsie M. Steed  
Notary Public

My Commission Expires May 27th 1929

From  
Z.A. Rogers et al  
To  
Bankers Mtg. Co.

## MORTGAGE

State of Kansas Douglas Co. ss  
Filed for record June 23, 1928  
At 4:40 P.M.

Geo. E. Wellman  
Register of Deeds

This Indenture Made June first, 1928 by and between Z.A. Rogers and Lois W. Rogers husband and wife of the county of Douglas State of Kansas, parties of the first part, and The Bankers Mortgage Company of Topeka, Kansas, party of the second part:

Witnesseth, That said parties of the first part in consideration of the sum of Five Thousand and no/100 Dollars, paid by the said party of the second part, the receipt whereof is hereby acknowledged do hereby sell and convey unto the said second party, its successors or assigns, the following described real estate situated in the County of Douglas and State of Kansas, to-wit: Lot three (3) Block four (4) West Hills, described as follows: From the center of Section 36, Township 12 south range 19 East south 62.52 feet, and west 505 feet to an iron pin, the point of beginning, thence east 147 feet to an iron pin, thence south 70 feet to an iron pin, thence north 89 degrees 58 minutes west 147 feet to an iron pin, thence north 69.51 feet to the point of beginning in Douglas County, Kansas

The debt secured by this Mortgage is further secured by a Twenty five Hundred Dollar Savings Bond in the Bankers Mortgage Company of Topeka, Kansas, No. ---- and it is agreed that any default of any payment due on said Bond shall be a breach of the conditions of this Mortgage and shall entitle the holder thereof to foreclose the same.

To Have and To Hold said premises with all appurtenances thereunto belonging unto the said party of the second part, its successors or assigns, forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successor or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

Provided Always, And this instrument is executed and delivered upon the following conditions:

First, That said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns Five Thousand and no/100 (\$5000.00) Dollars on the first day of June 1938 with interest thereon payable semi-annually from June, 1928 according to the terms of one promissory bond or note, signed by said parties of the first part, payable to the order of The Bankers Mortgage Company of Topeka, Kansas, and bearing even date herewith.

Second, In consideration of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or note hereby secured, or the mortgage securing the same, or against the owner of said bond or note and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of such taxes and assessments, as added to the interest herein and in said note contracted, shall equal ten per cent on the principal of the debt hereby created and secured.

Third Parties of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure, maintain and deliver to said second party, its successors or assigns, insurance policies on the buildings thereon in companies to be approved by the second party, its successors or assigns, for not less than \$5000.00 with National Board Standard Mortgage Clause attached in favor of the second party its successors or assigns, as their interest may appear; and shall keep the buildings and other improvements in good repair and condition.

Fourth, It is understood and agreed that if said insurance is not promptly effected or if the taxes or special assessments levied or assessed against said real estate or against said bond or note hereby secured or the mortgage securing the same shall not be paid before delinquency, said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments and all such payments with interest thereon at ten per cent per annum from the time of payment, shall be a lien against said premises and secured hereby.

Fifth, It is further agreed that if default be made in the payment of the interest on said note, or any portion thereof for the space of ten days after the same becomes due, or in the payment of taxes or special assessments levied or assessed under the laws of the State of Kansas against said real estate or against said bond or note hereby secured or the mortgage securing the same before delinquency or in case the parties of the first part fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained, time being of the essence of this contract, then this mortgage and all sum of money secured hereby, less the interest for the unexpired time, shall at the option of the second party its successors or assigns, become at once due and payable, without further notice, and this mortgage may then be foreclosed and the mortgaged premises sold in one body without appraisal. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgagee exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

Sixth, And it is further agreed that if an action is commenced to foreclose this mortgage, the said second party, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof for the payment of the mortgage debt, and said receiver's costs and expenses, and may discharge all duties of a receiver.

Seventh, And it is further agreed and declared that this mortgage, and the bond or note secured hereby, are made under, and are to be construed by the laws of the State of Kansas. The foregoing

3531  
12.50

Recorded - Jan 1 1929  
Geo. E. Wellman  
Register of Deeds  
Attest: My hand this 1st day of January, A.D. 1929

The following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby  
released and the loan thereby created is hereby  
cancelled.  
Attest: My hand this 1st day of January, A.D. 1929  
Geo. E. Wellman  
Register of Deeds