

MORTGAGE RECORD 75

first parties shall not be entitled to any offsets against the sums hereby secured for taxes or assessments so paid.

And said first parties further expressly agree that they will at their own expense, until the indebtedness herein recited is fully paid, keep the buildings erected on said lands insured against loss by fire, lightning and wind-storm in the sum of _____ Dollars, in insurance companies approved by said second party its successors or assigns, each policy having a subrogation mortgage clause attached thereto with loss, if any, payable to said second party, or assigns. In case of failure of said first parties to maintain insurance as agreed, then said party of the second part, its successors or assigns, may effect such insurance, and said parties of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs.

In case of a failure of the parties of the first part to pay taxes, insurance and all assessments on said property, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns, and all taxes levied upon this mortgage or the notes secured thereby, the party of the second part may pay same and the amount thereof shall be added to and deemed a part of the principal sum secured hereby and bear ten per centum interest per annum and be repayable by the parties of the first part on demand. And in the event of the foreclosure of this mortgage the amount so paid shall be included in any judgment or decree rendered wherein.

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

Signed sealed and delivered
in the presence of:
E.T. Arnold.

Felix Tuckel (SEAL)
Clara Tuckel (SEAL)

State of Kansas |
County of Douglas |SS

On this 17th day of July A.D. 1928 before me personally appeared Felix Tuckel and Clara Tuckel 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 Dec. 29, 1928.

Bernice E. Jones
Notary Public in and for said
County.

From
Felix Tuckel
To
Collins Mtg. Co.

MORTGAGE

State of Kansas Douglas Co. ss
Filed for record July 18, 1928
At 9:20 A.M.

Reg. No. 3586
Fee Paid 3.75

Don E. Washburn
Register of Deeds

This Indenture, Made the 1st day of March A.D. 1928 between Felix Tuckel and Clara Tuckel his wife, parties of the first part and Collins Mortgage Company a corporation 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 whereof is hereby acknowledged do by these presents Grant, bargain, 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 Kansas, to-wit:

Southwest Quarter of Section Thirty six (36) Township Thirteen (13) Range nineteen (19) except a strip 33 feet wide, described in deed recorded Book 99, Page 578 in the office of the Register of Deeds of Douglas County, Kansas; also the northeast quarter of Section two (2) Township Fourteen (14) Range Nineteen (19) except about one quarter of an acre described in a deed recorded Book 117 Page 249 in the office of the Register of Deeds of Douglas County, Kansas, all East of the sixth Principal Meridian and containing 319 plus acres more or less.

Together with the privileges and appurtenances to the same belonging. To have and to hold the same to the said party of the second part, its successors and assigns, forever. And the said parties of the first part hereby covenant that they have good right to sell and convey said premises; that they are free from incumbrance, except a certain mortgage of \$13,500.00 to the Collins Mortgage Company of even date herewith and hereby warrant the title thereto against all persons whomsoever and waive all right of homestead therein.

Conditioned, however, That if Felix Tuckel and Clara Tuckel 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 March 1, 1930 the sum of Fifteen Hundred and no/100 Dollars with interest according to the terms of a promissory note bearing even date herewith executed by Felix Tuckel and Clara Tuckel his wife, said parties of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any 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 law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or 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 condition or provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such 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; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which 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 policies thereof 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

(For Assignment and See Book 75-Page 385.)