

MORTGAGE RECORD 75

ATTEST:

347

part, its successors or assigns (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may affect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage. And it is agreed that in case default shall be made in the payment of any instalment of said note or 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, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein above 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 foreclosure or otherwise.

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

Felix Tuckel
Clara Tuckel

In Presence of:
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State of Kansas I
Douglas County ISS

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, 1923.

Bernice E. Jones
Notary Public in and for said county

From W.B.Dalton et al
To Liberty Life Insurance Co.

State of Kansas Douglas Co. ss
Filed for record July 19, 1928
At 1:25 P.M.

Register of Deeds

This Indenture, Made this sixteenth day of July in the year of our Lord nineteen hundred and twenty eight, between W.B. Dalton & Margery B. Dalton his wife, (being of lawful age) of the County of Douglas, and State of Kansas, of the first part and The Liberty Life Insurance Company, of Topeka, Kansas, of the second part,

Witnesseth, That the parties of the first part, in consideration of the sum of \$ Six Thousand and 00/100 (\$6000.00) Dollars to them in hand paid, the receipt whereof is hereby acknowledged have sold, and by these presents do grant, bargain, sell and convey to the said party of the second part, its successors heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows, to-wit:

Begin 8.50 chains west of the northeast corner of the northwest quarter of Section Thirty-six (36), Township twelve (12), Range Nineteen (19), thence south 5.73 chains, thence west 9.07 chains, thence north 5.73 chains, thence east 9.07 chains to beginning.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of (\$5000.00) Six Thousand and 00/100 Dollars and interest thereon, according to the terms of a certain mortgage note with interest notes attached thereto; this day executed by the said parties of the first part, payable to The Liberty Life Insurance Co. or order, at the office of the Liberty Life Insurance Co., Topeka, Kansas with interest payable semi-annually on the first day of February and August in each year. The parties of the first part agree that they will pay all taxes and assessments upon said premises before they shall become delinquent, and they will keep the buildings on said property insured for \$6000.00 in some approved Insurance Company, payable; in case of loss to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

Now, if such payment as is herein specified, this conveyance shall be void, and shall be released upon demand of the parties thereto, or any interest thereon, or of said taxes or assessments as provided, or if default be made in the agreement to insure, then this conveyance shall become absolutely null and void, and the principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party, its assigns, interest at the rate of ten per cent per annum computed semi-annually on said principal rate, from date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent per annum but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance, and may recover for all such payments at ten per cent per annum in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part its executors, administrators or assigns, at any time thereafter to sell the premises hereby granted or any part thereof, in the manner prescribed by law, Appraiser waived or not as the option of the party of the second part, and out of the moneys arising from such sale to retain the amount then due or to become due, according to the conditions of this instrument, and interest at ten per cent per annum from the time of said default until paid, together with the costs and charges of making such sale, to be taxed as other costs in the suit.

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

W.B. Dalton (SEAL)
Mrs Margery B. Dalton (SEAL)

State of Kansas I
County of (seal shows Douglas) ISS

Be it remembered, That on this 18 day of July A.D. 1928 appeared before me a Notary

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that the within and foregoing is a true and correct copy of the record as made by said District Court, on the 20th day of October 1910.

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FOR PART. RE
SEE PAGE 603
OF THIS BOOK

[illegible]