

MORTGAGE RECORD 75

377

(11) In the event of the passage after the date of this mortgage of any law of the State of Kansas deducting from the value of land for the purposes of taxation any lien thereon, or changing in anyway the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes or for the collection of any such taxes, so as to affect this mortgage the whole of the principal sum secured by this mortgage together with the interest due thereon, shall, at the option of said party of the second part, without notice to any party become immediately due and payable.

(12) That any failure of the said second party to exercise any right or option herein given or reserved shall not operate as a waiver or estoppel against any party from afterwards exercising any such or other right or option at any time.

(13) All covenants and agreements in these presents contained to be kept and performed by said party of the first part shall extend to and be binding and obligatory upon the heirs executors, administrators, assigns and legal representatives of said party of the first part, and whether so expressed or not, shall inure to the benefit of and be available to the heirs and assigns of the said party of the second part, and words used in the singular number shall include the plural and words in the plural shall include the singular.

(14) This mortgage and the notes secured hereby shall be in all respects construed according to the laws of the State of Kansas.

The foregoing conditions, covenants and agreements being performed this conveyance shall be void and shall be released by the second party at the cost and expense of said first party; otherwise to remain in full force and effect.

In Witness Whereof, The said first party has hereunto set her hands and seals the day and year first above written.

Jane Fitzpatrick (SEAL)

Executed and delivered in presence of
L.E.Eby.

State of Kansas
Douglas County

Be it remembered, That on this 13th day of Sept. A.D. 1928 before me the undersigned a Notary Public in and for said county and state came Jane Fitzpatrick who is personally known to me to be the same person who executed the within instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal the day and year last above written.

LS
My commission expires Apr. 21, 1930.

L.E.Eby
Notary Public

From
Charles A. McKinney
To
Collins Mtg. Co.

MORTGAGE.

State of Kansas Douglas Co. ss
Filed for record Sept. 25, 1928
At 4:35 P.M.

John E. Wellman
Register of Deeds

Loan No. K-1114768-A

This Indenture Made this 21st day of September A.D. 1928 between Charles A. McKinney and Rosa K. McKinney his wife of the county of Douglas and state of Kansas 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 the sum of, Thirty Five Hundred and no/100 Dollars to them duly paid the receipt of which is hereby acknowledged, have sold and by these presents do Grant, Bargain, Sell and Convey to the said party of the second part, its legal representatives, successors and assigns, forever, all that tract or parcel of land, situated in the county of Douglas and state of Kansas described as follows, to-wit:

West half of northeast quarter of section thirty three (33) Township Fourteen (14) Range twenty (20), and a tract of land described as follows: Beginning 910 feet north of the southwest corner of east half of northeast quarter of section thirty three (33) Township Fourteen (14) Range Twenty (20) thence east 175 feet; thence north 590 feet; thence in a northeasterly direction 242 feet to west line of east half of northeast quarter of said section; thence south 757 feet to place of beginning all east of the sixth principal meridian, (less Public Road) and containing in all 82.7 acres more or less.

according to the Government Survey thereof 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 and will warrant and defend the title to the same, and that the same is clear and free from all incumbrances of whatsoever kind.

And the said Charles A. McKinney and Rosa K. McKinney his wife do hereby relinquish all right of homestead and other contingent rights in and to the said premises, and do hereby join in all the clauses, conditions and covenants hereof. This grant is intended as a mortgage to secure the payment of Thirty five Hundred and no/100 Dollars payable according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part, which said promissory note, both principal and interest, is payable on an amortization plan in 66 equal semi-annual installments of One Hundred Thirteen and 75/100 Dollars each, and one installment (the last to mature) of One Hundred thirteen and 44/100 Dollars all due and payable as follows: One Hundred Thirteen and 75/100 Dollars on the first day of April A.D. 1929 and a like sum of One Hundred Thirteen and 75/100 Dollars semi-annually thereafter on the first day of October and April in each and every year to and including the first day of October 1962 and the last installment of One Hundred Thirteen and 44/100 Dollars on the first day of April 1963 by which and when the entire principal sum and interest shall be fully paid, together with interest at the rate of ten per cent per annum on any installment which shall not have been paid when due; and this conveyance shall be void if such payment be made as therein specified, but if default be made in such payment, or any part thereof, or the interest thereon, of the taxes when due, or if the insurance is not kept in force thereon, or if said first parties shall do any act impairing the value of said mortgage property or shall fail to perform all and singular the agreements herein contained, then this conveyance shall, at the option of the party of the second part, become absolute and the whole amount secured hereby shall become immediately due and payable without notice (anything herein or in said promissory notes to the contrary notwithstanding) and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to proceed by foreclosure or any other lawful mode to collect the amount of said notes;

J. JOSEPH GALLAGHER, Clerk of the District Court of Douglas County, Kansas.
do hereby certify that the foregoing is a true and correct copy of the original of the within instrument as the same is now on file in my office.
Witness my hand and seal of office this 10th day of September, 1928.
John E. Wellman
Register of Deeds

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