MORTGAGE RECORD 75

act and deed of said corporation. Witness my hand and Notarial seal this 15th day of Sept. A.D. 1928. John Ashbaurh Notary Public LS My commission expires Jun 9, 1929. REG. No. 3887 From Fee Pd \$40.00 H. Kay Spencer et al MORTGAGE. State of Kancas Douglas Co. SS Filed for record Dec 22, 1928 At 11:45 A.M. To Union Central Life Inc. Co. the ye ellelinan Set. _ _ _ _ _ _ _ Register of Deeds ÷Ē This Indenture made and executed this 21st day of December 1928 by H. Kay Spencer and Surg and fucey This Indenture made and executed this dist day of December 1926 by H. Kay Spencer as Edessa S. Spencer his wife and Sarah C. Spencer, unmarried of Douglas County, Knamas participof the first part and The Union Central Life Insurance Company of Cincinnati, Ohio, party of the secci + parts winesseth, That the said parties of the first part for and in consideration of the sum of Sixteen Thousand (\$15,000.00) Dollars, paid by the said party of the second part, the receipt of which is hereby acknowledged mortgage and warrant unto the said party of the second part its succ-escors and essigns, forever, the certain tract or parcel of real estate situate in Douglas county, Kansas, described as follows, to-with and the Mine (109) an Massachusetts Street in the City of 2 Darkie - Ser Lot numbered one hundred and Nine (109) on Massachusetts Street in the City of Lewrence, Kansas, soid lot fronting east 50 feet, by 117 feet in depth, and being street numbers 1031 and 1033 Massachusetts Street. 2m being street numbers 1031 and 1033 Massachusetts Street. To secure the payment, of a debt evidenced by certain promissory notes of even date herewith signed by H. Kay Spencer, Edess S. Spencer and Sarah C. Spencer, party of the first part; and payable to the said party of the second part, at its Home Office in Cincinnati. One more fully described as follows: Being a series of Silver notes in the consecutive amounts of \$185.70; \$1120.00f \$1100.80; \$1051.50; \$1052.40; \$1013.20; \$1024.00; \$1004.80; \$955.60; \$956.40 and \$10,597.20; the first note being payable on March 1, 1929 and one of the remnining notesbeing payable on each September first and March first threefter, with interest after maturity until paid at the rate of march and the first nort hereby covenant and series with the said narty. int Connect in the series and the series of the notesbeing paymble on each September first and March first thereafter, with interest after maturity until paid at the rate specified. The said parties of the first part hereby covenant and agree with the said party of the second part its successors and assigns as follows: First to pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate when due. To pay all taxes assessed in Kanass genint said party of the second part, or its assigns, on this mortgage or thences or debt secured hereby before the same become clinquest, provided the amount of such latter faxes together with the interest on the loan secured hereby does not exceed the maximum permitted by law to be paid, but if it does, the excess is to be paid by the said party of the second part. If said party of the first part does not gave that taxes, charges, liens or assessments herein covenanted to be paid, the holder of this mortgage may pay them and be entitled to interest on the same at the rate of ten per cent per annum, and this mart tage shall stand as eccurity for the amount so paid, with interest. Second, To keep said real estate, and all huildings and other improvements thereon in as good condition and repair except on said, real estification of the said party of the second paid with interest at ten per cent per annum, shall be ceured by this mortgage. For the mortgage advint in the said to the said for the manut so paid may be collected from the maximit co-paid with interest at ten per cent per annum, shall be secured by this mortgage. For the mort are part of the first party of the second part, the amount so paid may be collected from the party of the first party and the enter or maker or said morts shall fail to pay any of said notes, or any notes given in renewal of the notes herein, or any notes given as evidence of intereston any extension of the time of new mont of the chail herein accured the maximum as related notes, or any notes given in renewal o Concerto 32. Burn Brailing - dec Fifth, If the maker or makers of said notes shall fail to pay any of said notes, or any notes given in renewal of the notes herein, or any notes given as eridence of intereston any extension of the time of payment of the debt herein secured when the same shall be due or there is a failure to conform to or comply with any of the foregoing covenue to or agreements, the whole sum of money herein secured shall thereupon become due and payable at the option of the time debt secured hereby shall be ten per cent per annum after maturity by default or otherwise, until paid. Much the indebtedness secured hereby has been fully paid and the foregoing covenants and conditions have been kept and performed, this conveyance shall be void, and shall be released by the said party of the second part at the cost and expense of the said party of the first part. In case of failure of the said party or damages is hereby waived, otherwise to release this matages, all claim for attattory penalty or damages is hereby waived, otherwise to remain in full force and effect. In Testimony Whereof, The said parties of the first part have hereunto set their hands the day and year first above written. 90 We - -2 d the day and year first above written. H. Kay Spender Edessa S. Spencer Sarah C. Spencer ter leg - Marin State of Kanses Douglas County ISS Be it remembered, That on this 21st day of December 1928 before the undersigned a Be it remembered, innt on this fist day of December 1920 center the undersigned a Notary Public in and for said County, appeared H. Kay Spencer and Edessa S. Spencer, his wife and Sarah C. Spencer, unmarried, who are to me personally known to be the identical persons who executed the foregoing mortgage deed and duly acknowledged the execution of thesame. In Witness Thereof, I have hereunto set my hand and affixed my official seal the downed who has the method. The meis G? ġ. day and year last above written. 333 D.C. Asher Notary Public My commission expires Dec. 19, 1931.

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