

MORTGAGE RECORD 75

MORTGAGE

Reg. No. 79
Index 700

THIS INDENTURE, Made this 14th day of March, A. D. Nineteen Hundred and Twenty-nine by and between CHARLES B. KIRCHNER and ELIZABETH KIRCHNER, HUSBAND AND WIFE, in the county of Douglas and state of Kansas, parties of the first part, and THE FARM MORTGAGE INVESTMENT COMPANY, (Incorporated under the laws of Kansas), located at Topeka, Kansas, party of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of TWENTY-EIGHT HUNDRED AND NO/100 DOLLARS to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby MORTGAGE AND WARRANT to the said party of the second part and to its legal representatives and assigns forever, all of the following described tract piece or parcel of land, lying and situated in the county of Douglas and state of Kansas to wit:

The South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Ten (10) in Township Fifteen (15) South Range Nineteen (19) East of the Sixth Principal Meridian, containing Eight (80) acres, more or less, according to the Government Survey thereof,

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging, or in any wise appertaining including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever:

PROVIDED, HOWEVER, that if the said parties of the first part shall pay, or cause to be paid to the said party of the second part, its successors or assigns, the principal sum of TWENTY-EIGHT HUNDRED AND NO/100 Dollars on the first day of April A. D. 1934, with interest thereon at the rate of six per cent per annum, payable on the first day of April and October in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said parties of the first part and payable at the office of said company, in Topeka, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness and actual loan from the party of the second part to the parties of the first part; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said parties of the first part, otherwise to remain in full force and effect.

Said parties of the first part hereby agree and covenant as follows:

First: To pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and all interest coupons, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may with out notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit at the expense of the first party or parties and the second party may make any payments necessary to remove or extinguish any prior outstanding title, lien or incumbrance on the premises hereby conveyed, and the amounts so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per centum per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and in case of foreclosure the judgment shall provide that the whole of said premises be sold together and not in parcels.

Second: To keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Third: To procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage to the amount of ONE THOUSAND AND NO/100 Dollars, fire and lightning, and to the amount of ONE THOUSAND AND NO/100 Dollars tornado, to which policies shall be attached mortgage clauses satisfactory to second party; and it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable, and receivable thereon, and apply the same when received, to the payment of said note or notes, less the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fourth: That if default occur in the performance of any covenant or condition contained in this mortgage or in the note or coupons secured hereby, the whole sum of money hereby secured shall at the option of the legal holder or holders hereof become due and payable at once, without notice, and shall bear interest at the rate of ten per centum per annum payable semi-annually from date of first default, and no failure on the part of the second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present or future default hereunder.

Fifth: To pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the State of Kansas upon the said land, premises, or property or upon the interest of the party of the second part, therein, and while this mortgage is held by a non-resident of the State of Kansas upon this mortgage or the debt secured hereby, without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon the rendering of any court of competent jurisdiction of a decision that the undertaking by the parties of the first part, as herein provided, to pay any taxes or assessments is legally inoperative, then, and in any such event, the debt hereby secured, with deduction, shall, at the option of the party of the second part, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted.

Sixth: That all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the part of the second part, its successors and assigns.

Seventh: That in case of default of any of the covenants or agreements herein contained, or in the note or notes secured hereby, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a

The foregoing is endorsed on the original instrument.
 This document is a mortgage for \$28,000.00, and the same is hereby
 acknowledged, this 5th day of July 1934, by the County Clerk of Douglas
 County, Kansas.
 By J. C. Stubbins, County Clerk.
 cap Seal.
 Recorded May 23-1934
 D. E. Crofting
 Register of Deeds