

MORTGAGE RECORD 75

MORTGAGE

THIS INDENTURE, Made this 15th day of July in the year of our Lord one thousand nine hundred and twenty-nine by and between Harley C. Armstrong and Alice Armstrong, his wife and Theodore Armstrong, a single man of the County of Douglas and State of Kansas, parties of the first part, and S. S. Rice party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Three Thousand Six Hundred and no/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part, and to her heirs and assigns, forever, all of the following described tract, piece or parcel of land, lying and situate in County of Douglas and State of Kansas, to wit:

North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) and the West 50 acres of the South Half of the Southeast Quarter (W $\frac{1}{2}$ SO A. of S $\frac{1}{2}$ SE $\frac{1}{4}$) all in Section Seven (7), and the West 50 Acres of the North Half of the Northeast Quarter (W. 50 A. of N $\frac{1}{2}$ NE $\frac{1}{4}$) all in Section Eighteen (18) all in Township Twelve (12) Range Nineteen (19), east of the Sixth Principal Meridian, Containing 200 acres, more or less, according to Government Survey thereof

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to her heirs and assigns forever. 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, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, her heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit:

First, Said parties of the first part justly indebted unto the said party of the second part in the principal sum of Three Thousand Six Hundred and no/100 Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered 314-2 executed and delivered by the said parties of the first part bearing date July 15, 1929 and payable to the order of the said S. S. Rice August 1, 1934 after date at the office of J. P. Slaughter, Topeka, Kansas with interest thereon until maturity at the rate of six per cent, per annum, payable semi-annually, on the first days of February and August in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note and of even date therewith, and payable to the order of said S. S. Rice at office of J. P. Slaughter, Topeka, Kansas.

Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance herein-after specified and if not so paid the said party of the second part, or the legal holders or holders of this mortgage, may without 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 the amount 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 cent 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 shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. Said parties of the first part hereby agree 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.

Fourth. Said parties of the first part hereby agree 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 Seven Hundred and no/100 Dollars; less, if any, payable to the mortgagee or her assigns. 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, together with 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.

Fifth. Said parties of the first part hereby agree that if the maker of said note shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same become due, or to conform to or comply with any of the foregoing conditions or agreements, 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 the said parties of the first part, for said consideration do hereby expressly waive an appriement of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

Sixth. In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first parties agree to pay to the said second party and her assigns, interest at the rate of 10 per cent per annum, computed annually on said principal note, from the date of said default to the time when the money shall be actually paid. 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 10 per cent per annum.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names on the day and year above mentioned.

Executed and delivered in presence of
J. P. Slaughter

Harley C. Armstrong
Alice Armstrong
Theodore Armstrong

Free Press
was written
on the original
mortgage
this 1st day of
July 1929

Harley C. Armstrong
Alice Armstrong
Theodore Armstrong

Know all Men by these presents, That Harry, State of Kansas, by last assigned record within name, for Assignment see Book 95 Page 576
has hereby acknowledged the foregoing mortgage second, and
authorizing the State of Kansas, by last assigned record within name, for Assignment see Book 93 page 468
in witness whereof, I have hereunto set my hand, on this 15th day of July AD 1929
Harry State