## **MORTGAGE RECORD 75**

## MORTGAGE

## KNOW MLT. MEN BY THESE PRESENTS.

That Howard McConnell, and Elma McConnell his wife, of Douglas County, State of Kansa, parties of the first part, hereinafter called the first parties have mortgaged and hereby mortgage, convey and warrant to Commerse Trust Company, a Missouri corporation, located at Kansas City, Missouri, party of the second part hereinafter called the second party, and to its successors and as igns, the following described real estat Annalis Consider

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County, Kansas)

Company according to Contract recorded sock 119, page 9 records of Jodgies County, Kanasa) containing in all 79 acres, more or less, together with all the improvements thereon and all of the rights and appurtenances new or hereafter in any wise thereunto belonging or pertaining, and all the rights and appurtenances new or hereafter in any wise thereunto belonging or pertaining, and all the rights and appurtenances new or hereafter in any wise thereunto belonging or buildings new or reats, royalties and profits therefrom (perties of the first part to have said rents and profits, however, so long as no default occurs under the terms of this instrument) and all lighting, heating and mater apparents, connections and uteneils, in or that may be put in the buildings or buildings new or hereafter on said lend for use therein. This mortgage is given as security for the performance of the covenants and agreements herein and to secure to said Commerce Trust Company, its successors and assigns, the payment of the sum of Three Thousand and Boldon Collered by the first parties to the second party, due and poyalle according, to the terms thereof, with interest payable annually according to the terms of interest coupons thereto attached all of said notes being of even date herewith, payable in larful money of the United States of America all of said notes being of even date herewith, payable in larful money of the United States of America at the office of Connerce Trust Company, in Kansas City, Missouri, and each bearing interest at the rate of the payment of debt hereby secured; and also secures all sums, if any, in excess of said principal debt, that may be advanced by second party for the purpose of astisfying yrior liens on the above described real sature.

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debt, that may be advanced by second party for the purpose of satisfing proof from on the three described real estate.
FIRST FARTISE COVENNIT AND AGREE:
That they are largely advanced in fee simple of the real estate hereby conveyed, and that they have a good right to sell and convey the same as aforeasid; that the sati real estate, is free and clear of all encumbrances and that they nat their heirs, executors and administrators will warrant and defend the same unto the sati second party, its successors and assigns, against all largel cleans and demands; That they will pay said note or notes hereby secured and interest thereon as the same shall become day on the variable.

due and payable;

due ena payaole; To neither comit nor suffer waste, and to keep all improvements on said real estate in as good condition as they now are; To pay all taxes and assessments levied upon said real estate, or upon the lien hereby created, by virtue of ony law of the State of Kansas, to showever assessed before same shall have become delinquent whether now or hereafter levied thereon;

whether now or hereafter levied thereon; To keep the improvements now upon or hereafter to be erected upon said land constantly and satis-factorily insured until the debt hereby secured be paid, against loss by fire in the sum of at least Sight Hundred Dollars, and against loss by windstorms in the sum of at least Eight Hundred Dollars, and against loss by windstorms in the sum of at least Eight Hundred Dollars, and against loss by windstorms in the sum of at least Eight Hundred Dollars, and you the full insurable value of such insurance constantly masigned or pledged and delivered or the amount of such insurance otherwise made available to said second party or its assigns in such menner as said second party may require, to further secure the debt hereinbefore described, with power to demend and collect any and all moneys be-coming payable thereunder or on account thereof, including unerned premiums, and apply same toward eatisfying said debt, if same be not then otherwise already paid, the said first parties agreeing 'w furnish all proofs of loss and defray the expenses of collecting such insurance in the event of loss or damage;

usingly: Upon failure to comply with either of these conditions covenants and sgreements, it is agreed that the owner of this mortgage may pay the said taxes or assessments, or the cost of said insurance and the amount so paid, shall her interest at the rate of ten per cent per annum from the date of payment, and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon said real estate, and be scoured by this mortgage, and may be collected in the same manner as the principal debt herby secured:

real estate, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secure; That as additional and collateral security for the payment of the debt hereinbefore described, the first party hereby assigns to the second party, its successors and assigns, all right, title and interest in and to all royalties and rentals accruing to them under all cil, gas mineral agricultural, or other leases of said real estate, and directs any lease, on demand, to pay the said second party, its successors and assigns to the second party its successors and assigns, all right, title and interest the successors and assigns on the predict that may be payable to them under the terms of any such lease of said real estate, or any part themeof; provided that so long as the agreement, for their rown use all the income and profit derived therefrom; this assigns, shell retrin possession of the premises hereby conveyed, and shall be entitled to appropriate for their rown use all the income and profit derived therefrom; this assignes to terminate and become void upon the release of this mortgage shall be subrogated to the lien (whether released of record) or not) of any and all encumbrances and/or liens upon the aforesaid premises or any part thereof, which it, they or any of the and ymanner discharg; That they will keep said premises free from all liens, to the end that the priority of this mortgage shall at all times be maintained; and in case the second party, its successors or assigns, shall mortgaged real estate or the lien and priority of the its mortgage thereon, or in any tribunal or rout whatever, to defend, establish or sustain the title to or right of passers in any court to prove the delt secured by this mortgage, all costs and expenses of such appearing and consis-sort the second party, its successors and assigns, and whall be an additional lien hered by them to the second party, its successors and assigns, and whall be an additional lien hered payment thereof by the second party, it

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