

MORTGAGE RECORD 75

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MORTGAGE

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THIS INDENTURE, made and executed this 25th day of September 1929 by Lebbeus M. Holmes and Velma Agnes Holmes, husband and wife of Douglas County, Kansas, parties of the first part and The Union Central Life Insurance Company of Cincinnati, Ohio, party of the second part:

WITNESSETH, That the said parties of the first part for and in consideration of the sum of Thirty-Five Hundred (\$3500.00) 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 successors and assigns, forever, the certain tract or parcel of real estate, situate in Douglas County, Kansas, described as follows, to-wit:

The East half of the Northeast Quarter of Section Nineteen (19); the Northwest quarter of the Southeast quarter of Section Nineteen (19) and a tract of land 5 rods East and West by 14 rods North and South in the extreme Northwest corner of the Northeast quarter of the Southeast quarter of Section Nineteen (19), all in Township Thirteen (13) Range Twenty-one (21), East of the Sixth Principal Meridian, containing One Hundred and Twenty (120) acres, more or less.

Should developments for oil, gas or minerals on said land at any time be such as, in the opinion of the Union Central Life Insurance Company or the holder of said note secured hereby, to render said land less desirable as security for the indebtedness hereby secured, then the holder of said note shall have the right to declare said note and all indebtedness secured hereby due and payable without notice, and the holder of such note shall have the same rights hereunder for the collection of same and said indebtedness as though said note had become due by the efflux of time and default in the payment thereof.

TO SECURE THE PAYMENT of a debt evidenced by certain promissory note of even date herewith signed by Lebbeus M. Holmes and Velma Agnes Holmes party of the first part, and payable to the said party of the second part, at its Home Office in Cincinnati, Ohio, more fully described as follows:

One principal note for the sum of Thirty-five Hundred Dollars, payable on October 1, 1939 or in partial payments prior to maturity in accordance with stipulation therein, with interest from date until paid at the rates therein specified, interest until maturity being evidenced by interest notes of even date, which draw interest after maturity until paid at the rate therein 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 Kansas against said party of the second part, or its assigns on this mortgage or the notes or debt secured hereby, before the same become delinquent, provided the amount of such latter taxes 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 pay the 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 mortgage shall stand as security for the amount so paid, with interest.

SECOND.--To keep said real estate and all buildings, fences and other improvements thereon in as good condition and repair as of this date. To permit or commit no waste, or allow any cutting of timber except for making and repairing the fences on the place, and such as shall be necessary for fire-wood or use on said real estate.

THIRD.--To keep, at the option and to the satisfaction of the said party of the second part, the buildings now on or hereafter erected on said real estate insured and to deliver the policies and renewals thereof to said party of the second part. In case of failure to keep said buildings so insured and to deliver the policies and renewals thereof as agreed, the holder of this mortgage may effect such insurance and the amount so paid with interest at ten per cent. per annum, shall be secured by this mortgage.

FOURTH.--In case taxes, assessments, charges, liens and insurance premiums are paid as herein provided by the party of the second part, the amount so paid may be collected from the party of the first part on demand, together with interest at ten per cent. per annum from date of payment.

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 evidence of interest on 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 covenants or agreements; the whole sum of money herein secured shall thereupon become due and payable at the option of the said party of the second part without notice, and this mortgage may be foreclosed. Interest on the debt secured hereby shall be ten per cent per annum after maturity by default, or otherwise, until paid.

When the indebtedness secured hereby has been fully paid and the foregoing covenants and conditions have been kept and performed, this covenant 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 of the second part to release this mortgage, all claim for statutory 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.

Lebbeus M. Holmes (Seal)
Velma Agnes Holmes (Seal)

STATE OF KANSAS
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 26th day of September 1929 before the undersigned, a Notary Public in and for said County, appeared Lebbeus M. Holmes and Velma Agnes Holmes Husband and Wife who are to me personally known to be the identical persons who executed the foregoing mortgage deed, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Walter G. Thiele
Notary Public

Legal Seal

Douglas County Kansas

My commission expires Apr. 23, 1933

Recorded September 27, 1929 A. D. at 10:30 A. M. *E. C. Quinn* Register of Deeds

The note secured by this mortgage, having been paid, and the mortgage fully satisfied, this copy of it is being cancelled, and the original is being returned to the Union Central Life Insurance Company, 100 N. 1st St., Cincinnati, Ohio, 10th day of October 1939.

Notary Public
Walter G. Thiele
Notary Public
Douglas County, Kansas