

MORTGAGE RECORD 75

627

MORTGAGE

THIS MORTGAGE, Made this 25th day of September A. D. 1929 by and between Joseph D. Flory and Lola M. Flory his wife of the County of Douglas State of Kansas parties of the first part, hereinafter designated and referred to as party of the first part, whether one or more, and The National Reserve Life Insurance Company of the County of Shawnee and State of Kansas party of the second part:

WITNESSETH, That said party of the first part in consideration of the sum of Six Thousand Three Hundred Twenty Five and no/100 Dollars, paid by said party of the second part, receipt of which is hereby acknowledged, does hereby convey, mortgage and warrant unto the said party of the second part its heirs and assigns forever, all the following-described land and premises situated in the County of Douglas and State of Kansas to-wit:

Land in the NE $\frac{1}{4}$ of Section 1; Begin at the stone at the southwest corner of northeast $\frac{1}{4}$ of Section 1; thence east on the south boundary of the $\frac{1}{4}$ section 1806 feet to a stone at a hickory tree 8 inches in diameter (which is 840 feet west of the southeast corner of the $\frac{1}{4}$ section); thence north 981 feet to the center of Washington Creek at the southeast corner of Otis Lindell's land (a stone in this course at 783 feet is at the line between lands of Fox and Childs); thence north 60° west 115 feet to Lindell's southwest corner (center of creek); thence northwesterly up the creek 110 feet more or less to a point 104 feet west of Lindell's west line; thence north parallel with Lindell's west line 250 feet more or less to the center of road #220 at a point 106 $\frac{3}{4}$ feet from Lindell's northwest corner; thence south 74° west along said road and road 401 1549 feet to a stone in the west boundary of the $\frac{1}{4}$ section; thence south 908 feet to the beginning, containing 45 $\frac{1}{2}$ acres, land in the southeast $\frac{1}{4}$ of Section 1; begin at the northwest corner of the southeast $\frac{1}{4}$ of Section 1; thence south 40 rods; thence east 120 rods; thence north 40 rods; thence west 120 rods to beginning, containing 30 acres. Land in the southwest $\frac{1}{4}$ of Section 1; begin at the northeast corner of the southwest $\frac{1}{4}$ of Section 1; thence south on the east line of the $\frac{1}{4}$ section 10 chains; thence west 10 chains; thence west 2 chains and 75 links; thence north 10 chains and 90 links to center of Washington Creek; thence by center of creek north 65° west 1.57 chains thence north 42° 30' west 6.06 chains; thence north 67° 35' west 2.47 chains; thence north 52° 20' east 6.06 chains to the north line of the $\frac{1}{4}$ section; thence east 15 chains and 88 links to beginning, containing 20.27 acres.

Land in the northwest $\frac{1}{4}$ section 1, begin at the southeast corner of the northwest $\frac{1}{4}$ of section 1; thence north on the east boundary of the $\frac{1}{4}$ section 940 feet; thence north 83° 30' west 41 feet; thence south 57° 20' west 140 feet; thence south 46° 40' west 1218 feet to a stone in the south boundary of the $\frac{1}{4}$ section; thence east 1050 feet to beginning, containing 12.29 acres (except $\frac{1}{2}$ acre more or less in northeast $\frac{1}{4}$ of section 1 not included in above description) (as described respectively in deed books 97, page 379; 81 page 544; 99 page 3 records in office of Register of Deeds, said county) all in Township 14, Range 18 East of 6th P. M. in Douglas County, Kansas.

Together with all appurtenances, including buildings, improvements and fixtures, and also all their estate, right, title and interest therein, including all rights of homestead exemption.

TO SECURE THE PAYMENT OF A DEBT (representing money borrowed concurrently with the execution hereof) and interest thereon, evidenced by three principal promissory notes of even date herewith, executed by Joseph D. Flory and Lola M. Flory party of the first part, and payable to the order of the said party of the second part at its Home Office in Topeka, Kansas for the aggregate principal sum of Six Thousand Three Hundred Twenty Five Dollars payable as follows:

One principal note for the sum of \$500.00 payable May 1st, 1930

One principal note for the sum of \$225.00 payable November 1st, 1930

One principal note for the sum of \$5,000.00 payable November 1st, 1934,

or in partial payments prior to maturity in accordance with stipulation therein. All bearing interest from date to maturity at the rate of six per cent per annum, payable semi-annually on the 1st day of May and November in each year, according to the terms of the interest notes, of even date, attached thereto, evidencing said interest. All principal and interest notes bearing interest after maturity at the rate of ten per cent per annum.

The said party of the first part and each of them, if there be more than one, hereby covenants and agrees with the said party of the second part as follows:

(1). To pay said notes hereinbefore referred to when the same become due and payable according to the tenor thereof. Each principal note (if more than one be herein described) shall stand upon an exact pro rata basis with every other principal note with respect to the security furnished by this mortgage, provided, that any holder of any note may by endorsement thereon postpone the order of security pertaining thereto, so as to subordinate the security as to said note to any other note or notes.

(2). To pay when due and payable all taxes, charges, and/or assessments, general and special, against said premises (and to furnish annually to the holder hereof before said taxes, charges, and/or assessments become delinquent a certificate of the proper authority, or of a professional abstractor, showing full payment of the same.) and if not so paid that the holder of this mortgage may pay the same (of which payment, amount and validity thereof the receipt of the proper officer shall be conclusive evidence) and all amount paid therefor shall be a further debt due, be secured by this mortgage, and bear interest at ten per cent per annum.

(3). To keep said premises in good repair; to suffer no waste, nor suffer any lien of mechanics or material men to attach thereto, nor allow any of the buildings thereon to become vacant or unoccupied, nor do, nor suffer to be done, to, upon or about said premises anything that may impair the value thereof, or the security intended to be effected by this mortgage. And the holder of this mortgage is hereby authorized (in his, her or its discretion) to defend any suit in relation to said premises, to protect in any manner the title and possession thereof and the lien or security by this mortgage created or intended, and to make any payments necessary to remove or extinguish any prior or outstanding title lien or incumbrance (should there be any) or to pay or settle any and all suits or claims for liens of mechanics or material men or any other claims that may be made against said premises, or for the repair or preservation of said premises, and all moneys expended for any such purpose, including all expenses and costs and a reasonable attorney's fee, if one be employed, shall be a further debt due, be secured by this mortgage, and bear interest at ten per cent per annum.

(4). To keep the buildings on said premises, or which may be hereafter erected thereon, constantly insured against loss or damage by fire, lightning, tornado and windstorm, for the full insurable value thereof, so long as said indebtedness or any part thereof remains unpaid, in some company or companies acceptable to the holder hereof; and, as additional security to keep the policy or policies therefor, as well as all other policies taken out during the existence of the debt hereby secured, and all renewals thereof, constantly assigned, pledged and delivered to said second party, each policy containing a loss clause payable to the holder hereof.

In case of loss, the said first party hereby assumes all responsibility for proofs of loss, adjustment, compromise and expense of collection of said insurance, provided, however, that all payments thereon shall be made to the said party of the second part and be applied toward the payment of the indebtedness herein secured whether due or not, if said party of the second part so elects. And provided further, said second party may in his discretion, but shall be under no obligation to settle and compromise loss claims or demands, and demand, receive and receipt for all moneys becoming payable under said policies.

Exp. No. 428
Fee Paid \$ 1.00

This Note secured by the Mortgage party having been paid, and the Mortgage fully satisfied, the Rights of said party of Douglas County, State of Kansas, is hereby assigned to and sold to said party of Shawnee County, State of Kansas, by H. H. Crawford, President of The National Reserve Life Insurance Co. (Corp. Seal)

This release was written on the original mortgage dated May 25, 1929, and is not a new mortgage.