MORTOLGE RECORD No. 77

DEFAULT AND the sail party of the first part do further covenant and agree that in case of default in FOR the payment of any instalment of interest or in the performance of any of the covenants or agree-NOL-PAT ments herein contained, then or at any time thereafter during the continuonce of such default the MENT said party of the second part, its successors or assigns, may at its or their option, without notice OF IN declare the entire debt hereby secured immediately due and payable and thereupon, or in case of TEIEST, default in payment of said promissory note at maturity said party of the second part, its successor relates the mortgage, and, in case of foreclocure, the dudgment rendered shall provide that the whole of said premises be sold together and not in parcels. SUREN. All it is also agreed that in the event of any default in payment or breach of any covenant or DES OF dition herein, the rents and profits of said premises are pleaded to the party of the second part, ION as additional collateral security, and said party of the second part, or assigns, entitled to possession of said party of the second part, or assigns, entitled to possession of said party of the second part, or assigns, sume by foreclosure or otherwise. AND the said party of the first part do further covenant and agree that in case of default in In shall in ho manner prevent of result are parts of the record private prevent of the sums by foreclosure or othermise. It is hereby fruther agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of interest. RENES-AL extension. As additional and collateral security for the payment of the note and indebtedness herein-before described, the said parties of the first part hereby assign to the said party of the second part all the profile, revenues, royalties, rights and benefits accruing or to accrue to them under all oil, cas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage. IN WITHESS WHENCH, the said party of the first part have hereunts set their hands the day and year first above written. George Brecheisen Mary A. Brecheisen CERTIFI-STATE OF KANSAS COUNTY OF DOUGLAS, SS. GATE OF AC-BE IT REMEMBERED, That on this 27th day of Dec. A. D. 1929 before me, the undersigned, a BE IT MARAMPERTY, THAT ON UNE of the day of the send of the send that the contradict, and Notery Public in and for the County and State aforesaid, came George Brecheisen and Mary A. Brecheisen, his wire to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same. KNOT-LEDG-MENT IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. C. E. Cory Notary Public Legal Seal My commission expires Dec. 16 1930. Elni & Annstrang_Register of Deeds Recorded December 27, 1929, A. D. at 4:40 P. M. MORTGAGE THIS INDENTURE, Made this 26th day of December A. D. 1929 by and between George Brecheisen and Mary A. Becheisen, his wife of the County of Dougles and State of Kansas, parties of the first part, and The Fioneer Mortgage Company, a corporation, organized under the laws of Kansas, of Topeka, State of Kansas, Leg. No. 541 Van Pale .25t V Finder Mortgage Company, a corporation, organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part, TINESSETE, That the said parties of the first part, in consideration of the sum of One Hundred Twenty WINESSETE, That the said parties of the first part, in consideration of the sum of One Hundred Twenty Five and No/100 Dollars, the receipt of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same fall due, doth hereby Grant, Bergain, Sell and Mortgage to said party of the second part, its successors and assigns, forever, the following-described tract or parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging, situated in County of Douglas, State of Kanses, to wit: The west Sixty Four (SU) Acres of the Northmest Quarter; the Northwest Quarter less a tract of land described as follows: Beginning at a point Forty (UO) rods rat of the Southwest corner thereof, thence running North Thirty Two (32) rods, thence East Eichty (SO) rods, thence South Thirty Two (32) rods, thence west Eighty (SO) rods to the place of beginning; All in Section fifteen (15) Township Fourteen (14) Range Thenty One (21) East of the Sixth Frincipal Meridian, containing SO acres, more or less, according to government survey, and warrant, and will defend the title to the same. This mortgage is subject and second to a mortgage executed by the part of the first part to The Travelers Insurance Company dated December 26th 1929 to secure the payment of \$2500.00 covering the above-described real estate, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of The Fioneer Mortgage Commony in obtaining a loan for the parties of the first part, secured by the pior mortgage of \$2500.00 hereinbefore referred to; and the notes by this mortgage secured is on the said sum of \$125.00 hereby secured is evidenced by five nobes of the first mort secured by the pa party of the second part, Compart. 3 K Protecting and L

bearing interest as provided in said notes

bearing interest as provided in soid notes. Now, if the party of the first part shall fail to pay, or cause to be paid, any of the notes secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or chall fail in any of the terms and conditions of said prior band or mortgage, then this convegence shall become absolute and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell in entirety and not in parcels, the premises hereby granted, in the manner prescribed by law, appraisement distinctly winved, and out of all the moneys arising from such sele to retain the amount due for principal and interest, taxes and penalties thereon; together with the costs and charges of making such sale; and the overplus, if any therebe, shall

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STATE OF DOUGLAS O

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