

SAIL DOGSWORTH STATIONERY CO KANSAS CITY MO 641

MORTGAGE

THIS INDENTURE, Made and executed this Sixth day of January A. D. nineteen hundred and Thirty by and between Elsie M. Steed, Unmarried, of the County of Douglas and State of Kansas, party of the first party and Augustus Zahner, of State of Kansas, party of the second part:

WITNESSETH, That the said first party for and in consideration of the sum of Forty-Five Hundred (\$4500.00) Dollars, paid by the said second party, the receipt of which is hereby acknowledged, mortgage and warrant unto the said second party, his heirs or assigns, forever, the certain tract or parcel of real estate, situated in the County of Douglas and State of Kansas, described as follows, to-wit: The Southwest quarter of Section Nine (9) Township Thirteen (13), Range Twenty (20) East of the Sixth Principal Meridian, except the North half of the Northwest quarter of said Southwest quarter, containing after deducting exception noted One Hundred and Forty (140) acres more or less.

TO SECURE THE PAYMENT of a debt evidenced by certain promissory notes of even date herewith signed Elsie M. Steed of said first party, and payable to the said second party, more fully described as follows:

One principal note for the sum of Forty-five Hundred Dollars, (and being for the principal sum loaned) payable September 1, 1940 after date or in partial payments prior to maturity, in accordance with the stipulation therein) with interest at the rate therein specified and evidenced by coupon notes.

The said first party hereby covenant and agree with the said second party, his heirs or 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; and if not paid, that the holder of this mortgage may pay such taxes, liens or assessments (of which payment, amount and validity thereof, the receipt of the proper officer shall be conclusive evidence), and be entitled to interest on the same at the rate of ten per cent per annum, and this mortgage shall stand as security therefor.

Second.--To keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber except for making and repairing of fences on the place, and such as shall be necessary for firewood for the use of the grantor's family.

Third.--To keep, at the option of said second party, the buildings on said premises insured in some joint stock fire insurance company, approved by the said second party for the insurable value thereof, with usual form of assignment attached, making said insurance payable in case of loss to the said second party or assigns, and deliver the policy and renewal receipts to said second party. In case of failure to keep said buildings so insured, and to deliver the policy or renewal receipts as agreed, the holder of this mortgage may effect such insurance and the amounts so paid with interest at ten per cent per annum, shall be immediately due and payable, and shall be secured by this mortgage.

Fourth.--If the maker or makers of said notes shall fail to pay either principal or interest, when the same becomes due; 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 failure to conform to or comply with any of the foregoing covenants or agreements; or if title of mortgagor is other than fee simple, free and unincumbered; the whole sum of money herein secured shall thereupon become due and payable at the option of the said second party without notice and this mortgage may be foreclosed.

Fifth.--That the contract embodied in this mortgage shall in all respects be governed, construed and adjudged according to the laws of Kansas.

Sixth.--That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and collect the rents and profits thereof, the amount so collected by such receiver shall be applied, under the direction of the court, to the payment of any judgment rendered or amount found due under, this mortgage.

Seventh.--That any failure of the said second party to exercise any option hereby given or reserved shall not estop him from afterwards exercising any such or other option at any time.

The foregoing conditions, covenants and agreements being performed, this conveyance shall be void, and shall be released by the said second party at the cost and expense of the said first party, otherwise remain in full force and virtue.

IN TESTIMONY WHEREOF, The said first party have hereunto set their hands, the day and year first above written.

Elsie M. Steed (Seal)

THE STATE OF KANSAS,
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 8th day of January A. D. 1930 before the undersigned, a Notary Public in and for said County, personally appeared Elsie M. Steed Unmarried 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.

Gene Glahn

Legal Seal

Notary Public

Douglas County, Kansas

My commission expires Aug. 19th 1933

Recorded January 2, 1930. A. D. at 11:35 A. M.

E. C. Orniston

Register of Deeds

ASSIGNMENT

FOR VALUE RECEIVED, We hereby sell, transfer and assign to Jacob W. Cohen all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by George W. Husted & Susan Belle Husted, to The Merchants Loan & Savings Bank, which mortgage is recorded in Book 76 of Mortgages Page 557 in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, We have hereunto set our hand this 7th day of January 1930.

The Merchants Loan & Savings Bank
By F. C. Whipple
Cashier

Corp. Seal

Reg. No. 252
Fee Paid \$11.25

5th. Notice. Name of Book 76. Page 557.
The mortgage fully satisfied.
is duly authorized to cancel the same of Book
The Security of Plaintiff Reservation
of Plaintiff
Plaintiff Secretary
(Copy. Seal)

This page was written on the original mortgage this 6th day of Jan. 1930
Notary Public