

MORTGAGE

THIS INDENTURE, Made this 31st day of December in the year of our Lord one thousand nine hundred twenty-nine by and between Isaac T. Herd and Ella Herd, his wife of the County of Douglas and State of Kansas, parties of the first part and S. S. Rice party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Two Thousand Five Hundred and no/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and by these presents do Grant Bargain, Sell, Convey and Confirm, unto the said party of the second part, and to her heirs and assigns, forever, all of the following-described tract piece, or parcel of land, lying and situate in County of Douglas and State of Kansas, to wit:

Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eighteen (18), Township Twelve (12), Range Twenty (20), East of the 6th Principal Meridian, Containing 40 acres, More or less, according to Government Survey thereof

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to her heirs and assigns, forever. And the said parties of the first part do hereby covenant and agree, that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part her heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions to wit:

First. Said parties of the first part justly indebted unto the said party of the second part in the principal sum of Two Thousand Five Hundred and no/100 Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of one certain First Mortgage Real Estate Note numbered----- executed and delivered by the said parties of the first part bearing date December 31, 1929 and payable to the order of the said S. S. Rice January 1, 1935 after date, at the office of J. P. Slaughter, Topeka, Kansas with interest thereon from date until maturity at the rate of six per cent, per annum, payable annually, on the first days of January in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by five coupons attached to the said principal note and of even date therewith, and payable to the order of said S. S. Rice at the office of J. P. Slaughter, Topeka, Kansas.

Second, Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 10 per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of One Dollar; loss, if any, payable to the mortgagee or assigns. And it is further agreed, that every such policy of insurance shall be held by the part of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said part of the second part, or the legal holder or holders of said note, may deliver said policy to said part of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said parties of the first part hereby agree that if the maker of said note shall fail to pay or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisal of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names on the day and year above mentioned.

Isaac T. Herd
Ella Herd

Executed and delivered in presence of

STATE OF KANSAS, SHAWNEE COUNTY, SS.

BE IT REMEMBERED, That on this 10th day of January A. D. Nineteen Hundred thirty beforeme, the undersigned a Notary Public in and for said County and State, came Isaac T. Herd and Ella Herd, his wife who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

Legal Seal

J. P. Slaughter Notary Public
Shawnee County, Kansas

My Com. Expires Jan'y 23, 1933.

Recorded January 11, 1930, A. D. at 10:15 A. M.

Elis C. Armstrong Register of Deeds

Reg. No. 335
Fee Paid

For Payment Sec'd. 1770. 05.

Recorded Jan 12 1930
By J. P. Slaughter
Notary Public

After being examined and found correct, the same are hereby recorded for the purpose of giving notice to the public of the recording of the same. This is done in accordance with the provisions of the Act of March 1, 1909, Chapter 10, Section 1, of the Laws of the State of Kansas.