

NINTH. That it is expressly understood and agreed, that this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagors shall convey away said mortgaged premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever. It is further agreed that the mortgagors shall have the privilege after three years from the date hereof of prepaying the amount hereby secured on the first day of any month after one month's notice, in amounts in addition to the installment then due, equal to the amounts applicable on account of principal out of one or more successive installments falling due immediately following the date of such payment. All such prepayments in excess of the installment then due and payable shall be applied by the said mortgagee on account of the net balance of principal then remaining due, and the number of installments payable hereunder shall be reduced accordingly, but no payment on account of principal shall reduce the amount of the regular monthly installment or relieve the borrower from the obligation to pay the same on the first day of each successive calendar month following such payment on account of principal until the entire indebtedness is fully paid.

TENTH. That the party of the second part may resort for the payment of the said principal moneys, premiums and interest to its several securities therefor in such order and manner as it may think fit. Now, if the debt and the installments described in the said bond be paid when due, and the said agreements be kept and performed as aforesaid, then these presents shall be null and void.

But if any of said agreements be not kept or performed as aforesaid, then said party of the second part, or its endorsees or assigns, may, at their option, pay such taxes or assessments, or any part thereof, and may effect such insurance, paying the cost thereof, and may pay and satisfy and final judgment on any lien claim, including all expenses and costs, and for the payment of all moneys paid in the premises, with interest thereon from the time of payment at the rate of ten per centum per annum, these presents shall be a security in like manner and with like effect as for the payment of said bond.

If default be made in the payment of said bond, or any part thereof, or any interest thereon, when due, or in the performance of any agreement herein contained, or if any assessment be made as the basis for any tax or public charge in the nature of a tax on mortgages, or on the mortgagee's interest in said real estate, or on said bond, then all of the indebtedness secured by this mortgage shall, at the option of said party of the second part or assigns, by virtue of default in any of the payments herein provided for, and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, and upon forfeiture of this mortgage, shall be entitled to a judgment for the sum of the party of the second part, its successors and assigns, and all costs and expenses due upon said bond, and the additional sums paid by virtue of the sale of said premises in satisfaction of enforcing the same, as provided by law, and a decree for the sale of said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisal of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. In case taxes upon the property covered by this mortgage are paid by the holder of said mortgage, or of the bond secured thereby, under the right conferred in this mortgage, the receipt of the proper officer for such taxes, shall be, as between said holder and parties of the first part, conclusive evidence of the amount and validity of the taxes.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Edwin M. Belles
Hortense Kirschner Belles

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 22nd day of January A. D. Nineteen Hundred Thirty, before me, the undersigned, a Notary Public in and for said County and State, came Edwin M. Belles and Hortense Kirschner Belles 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

Elise E. Armstrong
Register of Deeds
Douglas County, Kansas.

Recorded January 22, 1930 A. D. at 8:00 A. M.

Elise E. Armstrong Register of Deeds

MORTGAGE

THIS INDENTURE Made January 21st 1930 by and between Fred G. Alford and Florence H. Alford, his wife, of the County of Douglas State of Kansas parties of the first part, and the BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Twenty-five hundred (\$2,500.00) Dollars, paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Sell and Convey unto the said second party, its successors or assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The West Half of the Southeast Quarter, less the Right of Way of the U. P. Railroad and Public Highway across said land, of Section One (1) in Township Twelve (12), (South) Range Nineteen (19) (East) of the Sixth Principal Meridian, containing in all Seventy-seven (77) acres, according to Government Survey.

TO HAVE AND TO HOLD said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors or assigns, forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons and the said parties of the first part hereby relinquish all their marital and homestead rights and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

Reg. No. 571
Fee Paid 16.25

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