

MORTGAGE RECORD No. 77

33

SAME DOWNSIDE STATIONERY CO KANSAS CITY MO 64104

MORTGAGE

Reg. No. 585
Fee Paid \$2.25

THIS INDENTURE, Made the 7th day of January, A. D. 1930 between Ben Kowing and Clara Kowing, his wife parties of the first part, and Collins Mortgage Company, a corporation, party of the second part: WITNESSETH, That the said parties of the first part, in consideration of Nine Thousand and no/100 dollars to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit:

The East Half of the Southwest Quarter of Section Fourteen (14) Township Twelve (12) Range Nineteen (19), East of the Sixth Principal Meridian, containing 80 acres more or less. Also beginning at the South east corner of the West Half of the Northwest Quarter of Section Fourteen (14), Township Twelve (12) Range Nineteen (19), East of the Sixth Principal Meridian, thence North to the North line of the Right of Way of the Atchison, Topeka & Santa Fe Railroad, formerly the Kansas City, Topeka, & Western Railroad; thence Northwesterly along the North line of said Right of Way to the center of Baldwin's Branch of Mud Creek; thence Northeasterly, following the center of said branch or creek to the Kansas River; thence Southeasterly along the bank of said river to the East line of Lot Four (4) in said Section Fourteen (14); Thence South to the North line of said Railroad Right of Way; thence Northwesterly along the North line of said Lot Right of Way, to the West line of said Lot Four (4); thence South to the Southwest corner of said Lot Four (4); thence West (80) rods, more or less, to the place of beginning, containing 64.48 acres more or less, all in the North Half of Section Fourteen (14), less the Right of Way through a portion of said lands Together with the privileges and appurtenances to the same belonging.

TO HAVE AND TO HOLD the same to the said party of the second part, its successors and assigns forever.

And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, --- and hereby warrant the title thereto against all persons whomsoever, and waive all right of homestead therein.

CONDITIONED, HOWEVER, That if Ben Kowing and Clara Kowing, his wife, said parties of the first part, their heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, on March 1, 1935, the sum of Nine Thousand and No/100 Dollars with interest according to the terms of a promissory note bearing even date herewith executed by Ben Kowing and Clara Kowing, his wife, said parties of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof or upon the interest of the mortgage, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part its successors or assigns, to the amount of not less than ----- dollars, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the building shall be kept insured for a sufficient amount also to comply with such co-insurance conditions), with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which satisfaction the parties of the first part agree to pay, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage, and shall be due from and payable by the parties of the first part to the party of the second part, its successors or assigns, immediately upon being paid by the party of the second part, its successors or assigns, but the effecting of such insurance or payment of any such taxes, assessments, liens or expenses by the party of the second part shall not be deemed a waiver of the second party's right to exercise the option hereinbefore provided to declare all of the indebtedness secured hereby due and collectible.

And it is agreed that in case default shall be made in the payment of any instalment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage then the said note and the whole indebtedness secured by this mortgage including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein above specified, shall, at the option of the party of the second part and without notice to the parties of the first part, become due and collectible at once by foreclosure or otherwise.

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

Ben Kowing
Clara Kowing

STATE OF KANSAS,
JOHNSON COUNTY, SS.

On this 1st day of February A. D. 1930 before me personally appeared Ben Kowing and Clara Kowing, his wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Legal Seal

My commission expires My commission expires April 12, 1931

Harry E. Miller
Notary Public in and for said County.

Recorded February 4, 1930 A. D. at 3:10 P. M.

Harry E. Miller Register of Deeds
