

## MORTGAGE

 Rec. No. 896  
 Date Paid 8-21-30

THIS INDENTURE, Made this 30th day of June in the year of our Lord one thousand nine hundred and thirty by and between Gustave Miller and Margaret Miller, his wife of the County of Douglas and State of Kansas parties of the first part, and The Liberty Life Insurance Company party of the second part, WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Eight Thousand Five Hundred and no/100 Dollars, to them in hand paid by the said party of the second part, 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 its 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: West Half of the West Half and the West Half of the East Half of the West Half all south of the Union Pacific Railroad Right-of-way in Section One (1) Township Twelve (12), Range Nineteen (19) Containing 120 acres, more or less, according to Government Survey of Douglas County, Kansas.

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 its 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 indefeasible 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 its 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 are justly indebted unto the said party of the second part in the principal sum of Eight Thousand Five Hundred and no/100 Dollars, lawful money of the United States of America and payable according to the tenor and effect of a certain First Mortgage Real Estate Bond and the coupon notes thereto attached, executed and delivered by the said parties of the first part bearing date June 30, 1930 and payable to the order of the said party of the second part, with interest thereon from date until maturity, at the rate of six per cent per annum payable semi-annually. The installments of interest are further evidenced by 20 certain promissory coupon notes, attached to said bond, payable to the order of the said party of the second part, on the first days of January and July in each year. All of the above mentioned coupon notes are of date June 30, 1930 payable at the office of The Liberty Life Insurance Company, Topeka, Kansas, and bear interest after maturity at the rate of ten per cent per annum.

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 ten 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 Thousand Eight Hundred and no/100 Dollars, loss, if any, payable to the mortgagee or its assigns, And it is further agreed, that every such policy of insurance shall be held by the party 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 party of the second part or the legal holder or holders of said note may deliver said policy to said parties 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, within thirty days after the same become 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 appraisalment of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas. Sixth. Said parties of the first part hereby agree that this mortgage also secures the payment of the annual premium on Policy Number 14289 for \$5,000.00 on the life of Fred D. Miller in the sum of \$80.65 payable semi-annually in advance beginning July 1, 1931 for \$40.43 and January 1, 1932 for \$40.42 and continuing for each subsequent July and January payment during the life of this loan; and on Policy Number 14288 for \$5,000.00 on the life of Albert M. Miller, payable in the same amounts and in the same manner during the life of this mortgage.

WE HEREBY IDENTIFY the above paragraph Sixth as a part of our mortgage in favor of The Liberty Life Insurance Company, Topeka, Kansas, Dated June 30, 1930.

 Gustave Miller  
 Margaret Miller

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

 Gustave Miller  
 Margaret Miller

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 15th day of July A. D. Nineteen Hundred and Thirty before me, the undersigned, a Notary Public in and for said County and State, came Gustave Miller and Margaret Miller, his wife who are personally known to me to be the identical persons described in and who executed the

ATTEST:

 Eve E. Armstrong  
 Register of Deeds

Eucledes Peterson Sps

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that an instrument of foreclosure of the mortgage herein recorded was made by said District Court, on the 1st day of August, 1930, at 10:27 a.m. and that the same is duly recorded in Journal H. H. at page 387. Witness my hand this 25th day of August, 1930.

 John Callahan  
 Clerk District Court