

Reg. No. 70  
 Fee Paid \$2.25

## MORTGAGE

IN CONSIDERATION OF One Thousand (\$1,000.00) Dollars, Lee C. Cooper and Nell A. Cooper, his wife of Jackson County, State of Mo. (described and referred to in this instrument in the plural as mortgagors, whether one or more in number), hereby grant, bargain, sell, convey and mortgage unto the Bankers Mortgage Company, Kansas City, Missouri, mortgagee, the following described real estate, situated in Douglas County, Kansas, to-wit: North half of northeast quarter of section 29, except 10 acres in the Southwest corner thereof and northeast quarter of northeast quarter of northwest quarter Section 28, all in township 12, range 19.

The mortgagors hereby consent and agree that the mortgagee may at any time or times in succession, without notice to, or the written consent of the mortgagors and upon such terms as it may prescribe, extend the time for the payment of the indebtedness hereby secured to any subsequent grantee, or any person who has become obligated to pay the same or may be affected by the lien hereby created, and upon any such extension of time being granted the mortgagors shall be and remain liable for the payment of said indebtedness to the same extent as though they had consented thereto at the time in writing.

The mortgagors represent that they have (as to the title to said land, free and clear of all liens and encumbrances, and hereby warrant the title against all persons) having hereby all rights of homestead exemption and the appraisement of said land in case of sale under foreclosure.

Provided, That whereas Lee C. Cooper and Nell A. Cooper, his wife are justly indebted unto said mortgagee in the principal sum of One Thousand (\$1,000.00) Dollars, evidenced by and payable according to the tenor of one certain principal note executed by Lee C. Cooper and Nell A. Cooper bearing date July 25th 1930 payable to the order of said mortgagee on the first day of August 1931 with interest from date until default or maturity at the rate of six per cent per annum, and after default or maturity at the rate of ten per cent per annum, payable semi-annually both before and after maturity, the installments of interest until maturity, being evidenced by 2 coupons attached to said principal note and of even date therewith, and payable to the order of said mortgagee, both principal and interest being payable at the office of Bankers' Mortgage Company, Kansas City, Missouri, If said mortgagee shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said notes as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said mortgagors, agree to pay all taxes and assessments that may be levied within the State of Kansas upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage lien, or upon the mortgage or the notes, or debt secured hereby; to pay all recording fees for this mortgage or for any renewal or extension thereof; and further to pay any tax, assessment, or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of the said indebtedness. In case said mortgagors shall fail to pay any such fees, taxes, assessments, or charges, then the holder of this mortgage and the notes secured hereby may pay said fees, taxes, assessments or charges, and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent per annum from date of such advancement, and this mortgage shall be a further lien for the repayment thereof.

The mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are; to neither commit nor suffer waste; to maintain continuously until this loan is fully paid, both fire and tornado insurance upon all buildings in a company satisfactory to the mortgagee, or assign, in a sum not less than -----Dollars, payable in case of loss to mortgagee, or assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto mortgagee or assigns, as soon as written, and by them retained until the payment of this obligation. And the mortgagors authorize the holder thereof to repair any waste and to take out policies of insurance, fire, tornado, or both, should mortgagors default in so doing and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent per annum, mortgagors pledge themselves and the lien of this mortgage shall extend thereto.

Non-compliance with any of the agreements, made herein by the mortgagors or contained in any prior mtg. on said land shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligation or conditions, and no notice of election to cause the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required.

The mortgagors further expressly assign to the holder of said mortgage indebtedness all their interest in any outstanding leases upon said land, whether agricultural or mineral, and all their rights to any royalties or rents arising from any such leases; and mortgagee is authorized at mortgagee's option but is not required to collect such rents or royalties, and to hold such royalties or rents as mortgagee collects or as are paid over to mortgagee by mortgagors, and apply the same to the payment of this mortgage indebtedness as it matures.

The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, collect rents or royalties, shall be optional with the holder of said mortgage indebtedness and not obligatory upon him, and he shall not in any case be liable to the mortgagors for a failure to exercise any such authority to pay taxes, take out insurance, collect royalties or rents or any other authority herein granted.

Witness our hands this first day ---- of 19--.

Executed and delivered in presence of

Lee C. Cooper  
 Nell A. Cooper

STATE OF KANSAS,  
 JACKSON COUNTY, SS.

Before me (the undersigned) a Notary Public in and for said County and State, on this 25th day of July 1930 personally appeared Lee C. Cooper and Nell A. Cooper his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Legal Seal (and shows Jackson County Mo.)

My commission expires March 24, 1934

Dorothy Schmid Notary Public

Recorded July 26, 1930 A. D. at 1:50 P. M.

Elmer E. Condit - Register of Deeds

FRONT

*The preceding is correct as the same was entered in the original mortgage recorded in Book 132 of the Jackson County records, having been fully attested and acknowledged before me upon the mortgage of the record, this 22nd day of June 1931.*  
*By C. E. Condit, Register of Deeds.*