MORTGAGE RECORD No. 77

155

Heg. No. 277

Fee Paid \$2.50

all month

- Ally of Sugar &

icit.

total total

it and his to a

3

COLUMN STREET

Frederick

11th day of who subscribed ed to me that

y act and dead

last above

er of Deeds

10" 1928 and and the North

the lier

fact ate of Kansas

ublic

f Deeds

angston. lebtedness sete to Zella ne Register of

in and for known to be th the same. year last above

Public

ster of Deeds

blic

real estate

the Southeast tion Twenty-(13) Range and in volume and the

MORTGAGE

THIS INDENTURE, Made the 13th day of September A. D. 1930 between Lorenz Speicher and Mary Speicher, his wife parties of the first part, and Collins Mortgage Company, a corporation , party of

This label and a parties of the first part, and Collins Mortgage Company, a corporation , party of the second part: WINESETH, That the said parties of the first part, in consideration of One 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 its successors or assigns forever, the following described Real Fstate situnted in the County of Douglas and State of Kanses, to-wit: North, Faif of the Southeast Quarter of Section Seven (7) Township Fourteen (14) South, Bange Twenty-one (23) East of the Sixth Principal Meridian and containing SO acres, more or less. TO HAVE AND NO HOLD the seame with all and singular the hereditaments and appurtenances thereuging are the lawful owners of the premises above granted, and seized of a good and indefeesible estate of inheritance therein, and that they have a good right to sell and convey said premises and that they is and clear of all incumbrances, and that the parties of the first part hereby expressly waive all leaged to the homestend, appressent, exemption and stay laws of the State of Kanses, and agree to pay all fees necessary for recording this instrument. ONNITIONID, HONEVER, That whereas, the said parties of the first part, are justly indebted to the said Collins Mortgage Company for money borrowed in the principal sum of One Thousand and mo/100 The said Collins Mortgage Company a certain promiseory note in the sum of One Thousand and mo/100 the said Collins Mortgage Company for money borrowed in the parties of the first part harey to and mo/100 the said Collins Mortgage Company a certain promiseory note in the sum of One Thousand and Mo/100 the said Collins Mortgage Company a certain promiseory note in the sum of One Thousand and Mo/100 the said Collins Mortgage Company a certain promiseory note in the sum of One Thousand and Mo/100 the said Collins Mortgage Company a certain promiseory note in the sum of One Thous the 13 de day

The particular and the particula

pollars to secure the payment of which the parties of the first part have executed and delivered to the said Collins Mortgage Company a certain promissory note in the sum of One Thousand and No/100 Dollars bearing even date herewith and payable to the order of the Collins Mortgage Company, its successors or assigns, according to the tenor and effect of said note, with interest thereon from October 1st, 1930 to maturity, at the rate provided for in said note, and both principal and interest to bear interest after maturity at the rate of ten (10) per cent per annum, payable semi-annually,

util peid. And said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due and payable and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kaness upon said premises, or any part thereof, or upon the interest of the mortgages, 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 unjaid, 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 the insurable value of said buildings, (provided, howver, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings shall be kept in-sured for a sufficient amount also to comply with such co-insurance conditions), with loss if any, 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 for a sufficient and the sace of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof, deposit such policies and the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises for a sufficient and the same thereof, deposit such policies and the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises for a sufficient and party of the second part, its successors or assigns, as its or the second part, its successors or assigns; and other improvements on said premises for a successors or assigns; and shall keep the buildings and ot any kind that may be levied or assessed within the State of Kansas upon said premises, or any part the this the equation is a contract to exact the second of 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 incured 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 successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectibel or not may effect the teamort accession of the indebtedness hereby secured due and a the

therefor duly deposited of 11 the lates, takes, spectral deposited of the second part, its 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 collectibel or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay such insurance liens, expenses and attorney's fees, and all such payments with interest thereon from time of payment at the rete of ten (10) per cent per annum shall be deemed a part of the indebtedness secured by this mortgage, and may pay said taxes and assessments it in interest thereon from time of payment at the rete so maids and provided for by the statutes of the state of Kansas, shall be deemed a part of the indebtedness secured by this mortgage, and all such payments of insurance premiums, liens, taxes, special assessments, expenses or attorney's fees shall be available to the shall be deemed apart of the indebtedness secured by this mortgage, and all such the state of insurance premiums, liens, taxes, special assessments, expenses or attorney's fees shall be available to the state of the indebtedness there of the second part. It is successore to the second part is the successore the second tax is the second part. State of Kaneas, shell be deemed a part of the indebtedness secured by this mortgage, and all such that be due from and payable by the parties of the first part to the party of the second part, its successore to assigns, but the effecting of such insurance or payment of any such taxes, aseessments, liens or assigns, but the effecting of such insurance or payment of any such taxes, aseessments, liens or expenses by the party of the second part ishall not be deemed a waiver of the second party's right to exercise the option hereinefter provided to declare all of the indebtedness secured hereby due and collective.

And it is agreed that in case default shall be made in the payment of any installment of said note or of the interest thereon when due, or in the payments of any insurance premiums, taxes or special and esaments, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indotbedness excured by this mortgage, including all payments for taxes, assess-ments, insurance premiums, liens, expenses and attorney's fees, herein specified, shall, at the option of the party of the second part, its successors or assigns, become due and payable at once without notice to the parties of the first part, and be collectible at once by forecloure or otherwise. As additional and collateral security for the payment of said mote, the mortgager hereby assigned to said mortgagee, its successors or assigns, all the rights and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Trovided, however, that said party of the second part, its successors or an assign of the second part.

Provided, however, that said party of the second part, its successors or assigns, shall be cha above with no responsibility with reference to such rights and benefits nor be accountable therefor accept as to sums actually collected by it or them, and that the lesses in any such lease, shall account for such rights or benefits to the parties of the first part or their assigns until notified by legal holder thereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said lead for general farming purposes the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage. the holder of this mortgage.