

SAME BOODSWORTH STATIONARY CO KANSAS CITY MO 2514

MORTGAGE

Reg. No. 226
Fee Paid 19.25

THIS INSTRUMENT, Made the 1st day of October A. D. 1930 between Louis Seiwald and Mary Seiwald, 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 Thirty-seven Hundred 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 Estate situated in the County of Douglas and State of Kansas, to-wit: Northeast Quarter of Northeast Quarter, Southeast Quarter of Northwest Quarter, Southwest Quarter of Northeast Quarter, and Northwest Quarter of Southeast Quarter, all in Section Sixteen (16) Township Thirteen (13) South, Range Twenty-one (21) East of the Sixth Principal Meridian, and containing 150 acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging unto the said party of the second part, its successors or assigns forever.

And the said parties of the first part 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, and that they have a good right to sell and convey said premises and that they are free and clear of all incumbrances and that the parties of the first part hereby warrant and defend, the title thereto against the claims of all persons whomsoever, and hereby expressly waive all benefit of the homestead, appraisement, exemption and stay laws of the State of Kansas, and agree to pay all fees necessary for recording this instrument.

CONDITIONED, HOWEVER, 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 Thirty-seven Hundred and no/100 Dollars 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 Thirty-seven Hundred 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 1, 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 until paid.

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 Kansas upon said premises or any part thereof, or upon the interest of the mortgagee, 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 the insurable value of said buildings, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings 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 thereon and may pay such insurance liens, expenses and attorney's fees, and all such payments with interest thereon from time of payment at the rate 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 (irregularity in the levy or assessment thereof being expressly waived) and all such taxes and assessments with interest thereon from time of payment at the rate so made 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 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 hereinafter 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 installment of said note or of the interest thereon when due, or in the payments of any insurance premiums, taxes or special assessments, 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, lines, 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 foreclosure or otherwise.

As additional and collateral security for the payment of said note, the mortgagor hereby assigns 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.

Provided, however, that said party of the second part, its successors or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor, except as to sums actually collected by it or them, and that the lessees in any such leases, 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 land for

Handwritten notes:
The following is a copy of the original instrument as recorded in the office of the Register of Deeds for the County of Douglas, State of Kansas, on the 1st day of October, 1930, at 10:30 A.M. The instrument is a mortgage in the sum of \$37,000.00, payable to the order of Collins Mortgage Company, its successors or assigns, with interest thereon from October 1, 1930 to maturity, at the rate of ten (10) per cent per annum, payable semi-annually until paid. The mortgage is secured by a certain promissory note in the sum of \$37,000.00, 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 1, 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 until paid. The mortgage is also secured by 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. The mortgage is recorded in the office of the Register of Deeds for the County of Douglas, State of Kansas, on the 1st day of October, 1930, at 10:30 A.M. The instrument is a mortgage in the sum of \$37,000.00, payable to the order of Collins Mortgage Company, its successors or assigns, with interest thereon from October 1, 1930 to maturity, at the rate of ten (10) per cent per annum, payable semi-annually until paid. The mortgage is secured by a certain promissory note in the sum of \$37,000.00, 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 1, 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 until paid. The mortgage is also secured by 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.

This Release has been written on the original for use as entered this 11th day of December 1930
J. J. [Signature]
Register of Deeds