174

## GE RECORD No. 77

general farming purposes, the note secured by this mortgage shell immediately become due and collectible at the option of the holder of this mortgage. IN WITNESS WHEREOF, the said parties of the first part hereunto set their hands and seal the day and year first above written.

In presence of

Louis Seiwald Wary Seiwald

STATE OF KANSAS. DOUGLAS COUNTY. SS

BE IT REMEMBERED, That on this 23rd day of Oct. A. D. 1930 before me, the undersigned, a Notary Public in and for said county and state came Louis Seiwald and Mary Seiwald, his wife who are persons known to me to be the same persons who executed the foregoing mortgage deed and duly acknowledged the 11. execution of the same as their voluntary act and deed. IN TESTIMONY WHEREOF, I hereunto subscribe my name and affir my official seal on the day and year

last above written.

Legal Seal

My commission expires on the 16th day of Dec. 1930.

C. E. Cory Notary Public.

Register of Deeds

Recorded Oct. 24, 1930 A. D. at 9:00 A. M.

Elsi E. amotrones .

Reg. No. 1021 Fee Paie 500

tale dou burl and and distant and freed and dente

23

in the tip during

the sec

- The only - the the color - the for the color - the for the color - the color of the color - the color of the color - the color of the color

Rent Du

the

2 3 Ka

Harold 11 Juan

15

au

1 Contractor

2 10k Han Han mert Chilly-

FRONT

MORTONE THIS INDENTURE, Made the let 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, WITWESSETH, That the said parties of the first part, in consideration of One Kundred Lighty-five and no/IOD Dollars, to then 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 and massigns forever, the following described Real Estate situated in the County of Douglas and State of Resness, to-writ: Northeast Quarter of Mortheast Quarter of Southeast Quarter of Northeast Quarter; South-rect Quarter of Northeast Quarter, and Northeast Quarter of Southeast Quarter, all in Section Sixteen (16) Township Thirteen (13) South, Range Twenty-one (21) Last of the Sixten Fricingal Meridian, and containing 160 acres, more or less. To HAYZ AND TO EDD, The same with all and singular the hereditements and appurtenences theremuse to a prior mortgage to the Collins Mortgage Company, dated October let, 1930 given to secure the pay-ment of the sum of \$3700.00 And the said party of the iscond part, its successors and assigns, forever, subject only to a prior mortgage to the Collins Mortgage Company, dated October let, 1930 given to secure the pay-ment of the sum of \$3700.00 And the said parties of the first part hereby covenant and agree that at the delivery herem? Its inheritance therein and that they have for the

to a prior mortgage to the voliins mortgage company, us the volucious fact, 1990 given to secure the pay-ment of the sum of \$700.00 And the said perties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners of said 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 here bree and clear of all incumbrances, except as above noted, and that the parties of the first part hereby warrant and defend the title thereto against the cleims of all persons whomsover, and hereby "expressly waive all benefit of the homestead, appraisement examption and stay laws of the State of Kanas and agree to pay all necessary fees for recording this instrument. Conditioned, however, That whereas, the said parties of the first part are justly indebted to the said Collins Mortgage Company in the sum of One Hundred Eighty-five and no/100 Dollars to secure the apayment of which the parties of the first part have made, executed and delivered to the Collins Mortgage Company five certain promissory notes of even date herewith, whereby they promise to pay to said collins Mortgage Company its successors or assigns, in accortance with the tenor and effect of said notes the total sum of One Hundred Eighty-five and no/100 Dollars; \$37.00 on the lst day of August of each year thereafter until the entire amount of said notes is fully paid; said notes to be ar interest after maturity at the rate of ten (10) per cent per annum, payable annually until paid.

Loca .

15 rully peid: Sold notes to mer interest after masurity at the rate of ten (10) per cent per manum, payable annually until poid. Ind sold parties of the first part expressly agree to pay the sold notes and the interest thereon promptly as each payment becomes due and payable and keep and perform all the covenants and conditions of sold prior mortgage, and shall pay all taxes and special assessments of any kind that may be levided or assessed within the State of Kaness 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 insured against loss or damage by fire in some reliable insurance company or companies to be approved by the sold party of the second party of the amount to be be amount; and upon deliver to estimate the buildings upon sold premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the sold party of the second part, its successors or assigns, at any condition or provision as to co-insurance the buildings whole to said party of the second part, its successors or assigns, at any condition or provision as to co-insurance the buildings shall keep the buildings upon said premises any condition or provision as to co-insurance the buildings shall be key 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; and shall keep the buildings and botices with the said party of the second part, its successors or assigns, as its or their interest any appear, and forthwith upon issuance there of deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and therein terminations) with loss, if any payable to said party of the second part, its successors or assigns; and shall and upon demend by the said perty 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 attorneys fees incurred by said porty 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 wold, 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 lisms, taxes, special assessments, expenses or attorney's fees, above