

Rep. No. 266  
 Fee Paid \$6.00

## MORTGAGE

THIS INDENTURE, Made November 1st, 1930 by and between Henry J. Kapfer and Ella Kapfer, his wife, of the County of Douglas, State of Kansas, parties of the first part, and Bankers Life Insurance Company of Nebraska, a corporation existing under and by virtue of the laws of Nebraska, party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Twenty-five hundred (\$2,500.00) Dollars, loaned by the said party of the second part, the receipt of which sum is hereby acknowledged by said parties of the first part, do hereby Sell and Convey unto the said party of the second part, its successors and assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to-wit: The South Half of the Southeast quarter of Section Twenty-three (23) in Township Fourteen (14), South, Range Nineteen (19) East of the Sixth Principal Meridian, containing in all Eighty (80) acres, according to Government Survey.

TO HAVE AND TO HOLD said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors and assigns forever. The said parties of the first part covenant with the party of the second part that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

PROVIDED ALWAYS, And this instrument is executed and delivered upon the following conditions;

FIRST, That said parties of the first part shall pay to the party of the second part, its successors or assigns,

One Hundred Dollars	\$100.00	Due	Nov. 1, 1931
One Hundred Dollars	100.00	"	Nov. 1, 1932
One Hundred Dollars	100.00	"	Nov. 1, 1933
One Hundred Dollars	100.00	"	Nov. 1, 1934
Twenty-one Hundred Dollars	2,100.00	"	Nov. 1, 1935

with interest thereon, payable semi-annually from November 1st, 1930, according to the terms of Five promissory notes, all signed by said parties of the first part, payable to the order of Bankers Life Insurance Company of Nebraska, bearing even date herewith.

SECOND, That in consideration of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said notes hereby secured, or against this mortgage, or against the owner of said notes and/or mortgage on account of the debt hereby secured. However, if such taxes and assessments when added to the interest shall exceed ten per cent per annum upon the principal of the debt hereby secured, said parties of the first part herein shall pay only so much of such taxes and assessments, as added to the interest herein and in said notes contracted to be paid shall equal ten per cent per annum on the principal of the debt hereby secured.

THIRD, That said parties of the first part agree to pay all the taxes and all special assessments levied or assessed against or due upon said real estate before delinquency and to procure, maintain and deliver to said party of the second part, its successors or assigns, fire, lightning and tornado insurance policies insuring the buildings on said real estate in companies to be approved by said party of the second part, its successors or assigns, for not less than \$400.00, with loss payable to the said party of the second part as mortgagee, its successors or assigns, as its or their interests may appear; and shall keep the buildings and other improvements upon said premises in good repair and condition.

FOURTH, That if said insurance is not promptly effected and maintained, or if such taxes and special assessments shall not be paid before delinquency, said party of the second part, its successors or assigns (whether electing to declare the whole sum hereby secured due and collectible or not) may effect and pay for said insurance, and may pay said taxes and/or special assessments, and all such payments, with interest thereon at the rate of ten per cent per annum, from the respective dates of payment, shall be a lien against said premises and secured hereby.

FIFTH, That if default be made in the payment of any of said notes hereby secured, or of any interest on said notes or any of them, or any part thereof, for the space of ten days after the same shall become due, or if default be made in the payment of any taxes and/or special assessments levied or assessed against said real estate, or against the notes hereby secured, or against this mortgage, before delinquency, or in case said parties of the first part shall fail to keep or perform any of the covenants, conditions or agreements contained in this mortgage or in the notes hereby secured, time being of the essence of this contract then this mortgage and all sums of money secured hereby, less interest for the unexpired time, shall, at the option of said party of the second part, its successors or assigns, become at once due and payable, without further notice, and then this mortgage may be foreclosed and the mortgaged premises sold in one body. The notes secured by this mortgage shall, after maturity (whether the same mature by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) bear interest at the rate of ten per cent per annum until paid.

SIXTH, That if an action is commenced to foreclose this mortgage, said party of the second part, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, and such receiver shall have the right to take immediate possession of, and control and preserve the mortgaged property, and to collect the rents and profits thereof, for the payment of the debt hereby secured, and said receiver's costs and expenses, and may perform and discharge all duties of a receiver.

SEVENTH, That this mortgage, and the notes secured hereby without regard to the place of execution or delivery, are made under and shall be construed by and according to the laws of the State of Kansas. If the foregoing conditions are fully performed, then this conveyance shall become void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands.

Signed in the Presence of

Henry J. Kapfer  
 Ella Kapfer

STATE OF KANSAS, COUNTY OF DOUGLAS, SS.

On this 24th day of November 1930 before me, the undersigned, a Notary Public duly commissioned and qualified for and residing in said County and State, personally came Henry J. Kapfer and Ella Kapfer his wife to me personally known to be the identical persons described in and who signed and executed the foregoing mortgage and duly acknowledged that they executed said instrument and that the execution of the same is their voluntary act and deed.

This Release  
 was written  
 on the original  
 Notary Public  
 the 24th day  
 of November  
 1930

Harold H. Hall  
 Notary Public  
 State of Kansas

The following is entered on the original instrument  
 and see my office books. This instrument is a mortgage with  
 name to be acknowledged by the parties of the first part  
 mortgage and all other contingent interests in said premises.  
 State of Kansas, County of Douglas, SS.  
 on the 24th day of November A.D. 1930.

at Law of said release entered  
 by H. H. Hall