AGE RECORD No. 77 MUR 1

Seon aut.

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, HORSTER, That whereas, the said perties of the first part are justly indebted to the Dollars, to secure the payment of which, the parties of the first part are justly indebted to the Dollars, to secure the payment of which, the parties of the first part have executed and Mo/IOO said Collins Mortgage Company a certain promissory note in the sum of Twenty-five Hundred and Mo/IOO Dollars, bearing a ven date herewith and payable to the order of the Collins Mortgage Company, its Dollars, bearing a ven date herewith and payable to the order of the Collins Mortgage Company, its interest or essigns, according to the tenor and effect of said note, with interest thereon from Octiber 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 pid. And said parties of the first part expressly agree to pay the said note and the interest thereon ror upon the interest of the mortgage, its successors or assigns, in said premises, or sup part thered, is successors in the inhome office, before the said party of the second part, its successors debt secured by this mortgage, and procure and deliver to said part of all such taxes and assessments; and so long as any part of the second part, its successors or assigns, to the amount of the debt hereby secured remains unpedi, shall keep the building assessments; and so long as any part 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 company or companies upon said premises insured against loss or damage by fire in some reliable insurance comisin any condition or provision as to-co-insur Riddall ÷ assessments; and to internet against loss of the second part, its successors of such insurance contain upon said premises insured against loss of the second part, its successors of such insurance contain 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 any condition or provision as to co-insurance the buildings shall be kept insured for a sufficient any condition or provision as to 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 issunds 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 this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory information of the second part, its successors or assigns, shall pay all incurred by said party of the second part, its successors or assigns, by reson of litigation with this incurred by said party of the second part, its successors or assigns, by reson of litigation with this incurred by said party of the second part, its successors or assigns, by reson of litigation with this incurred by said party of the second part, its successors or assigns, by reson of litigation with this incurred by said party of the second part, its mortgage will be satisfied or record, the expense of which satisfaction the parties of the first part agree to pay, otherwise to remain in full force. Rand Le aurinere desirent of a discharten Canfader a discharte Raha Canfa L. M. Christel Lather Carlo antern E da Lat ieta de Phe United Stat

therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be peid as hereinbefore provided, the said perty of the second part its successors or assigns, (whether electing to declare the whole indettedness hereby secured due and above specified shall not be paid as hereinbefore provided, the said perty 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 restonable 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 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 (irregularly) in the levy or assessment thereof being expressly maired), 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 Kansss, shall be deemed a part of the indebtedness secured by this mortgage, and all such payment of imsurance premiums, liens, taxes, special assessments, expenses or attorney's fees shall be due from and payable by the parties of the first 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 effect-ing of such insurance or payment of any such taxes, assessments, liens or expenses by the party of the second part shall no be deemed a waiver of the second party is right to exercise the option hereinfive provided to declare all of the indebtedness secured hereby due and collectible. And it is agreed that in case default shall be mais in the payments of any installment of said not set and the whole indebtedness secured by this mortgage, including of these for taxes, assess **pants**, 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 state payment of said note, the mortgager hereby assigns to said mortgagee, its successors or assigns, become due and paya ing in endored on the original merumum mark there Presents. that the Equitates to a loss from meridges, and a bring to and the dist the gradient from a bring the and the dist with out the Equilates is a district a set of the art devices and the bring the area of states of its art devices and the bring the area of states of its art devices and the bring the area of states of its art devices the bring the area of its of

Provided, however, that said party of the second part, its successors or assigns, able 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 lesses, 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 operativ under any oil gas or mineral lease seriously depreciate the value of said land for general farming Should operation the note secured by this mortgege shall immediately become due and collectible, at the option

of the holder of this mortgage. IN WITNESS WHERFOF, the said parties of the first part hereunto set their hands and seal the day and year first above written.

In presence of

196

dent-

rice Price

2 nd

35.

aigned by

32

18

does hereby

ratified

t hereinto a 24

8

Reev

The press Apart Dr. With L But the second of a and attend of its

Condi

Beck

13-4 Diam

-RON

George H. Rothberger Theress Rothberger

STATE OF KANSAS, DOUGLAS COUNTY, SS.

E IT REMEMBERED, That on this 3rd day of Dec. A. D. 1930 before me, the undersigned, a Notary Public in and for seid county and state, came George H. Rothberger and Theresa Rothberger, his wife the are personally known to me to be the same persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same as his voluntary act and deed. IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my official seal on the day and year

last above written.

Legal Seal

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

Notary Public C. E. Cory

Recorded Dec. 4, 1930 A. D. at 9:05 A. M.

Serie C. Cermitines . Register of Deeds