## MORTGAGE RECORD No. 77

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FOURTH. That the whole of said principal sum, or so much as shall remain unpaid, shall become due at the option of the party of the second part after default in the payment of any tex or assessment or mater rate for sixty days, or in the case of the actual or threatened demolition or removal of any FIFTH. To execute any further necessary assurance of the site of said premises, and will Warrant and pefend the same in the quiet and penceable postession of said party of the second part, its successors and pefend the lawful claims of all persons whomsoever;

and period the same in the quiet and peaceable possession of said party of the second part, and will Warrant and assigns, against the lawful claims of all persons whomsoever; SINTE. To keep all buildings and other improvements on said premises in good repair, and meither conveyed shall become less valuable; conveyed shall become less valuable; 3

to commit, nor suffer, any waste upon said premises, nor to do any other act whereby the property hereby SISUMH. That in default of the payment of any taxes, charges and assessments which may be imposed second part, without notice to or demand from the party of the first part, to pay the amount of any second part, without notice to or demand from the party of the first part, to pay the amount of any second part, without notice to or demand from the party of the first part, to pay the amount of any second part, without notice to or demand from the party of the first part, to pay the amount of any such tax, charge or assessment, with any expense attending the same, and any amount so paid to repay to lien on the said premises, and be secured by the said bond and by these presents; and the same shall be a hereby secured, if not then due, ghall thereupon, if party of the second part so elects, become due and IIGHTH. That in the event of the passage, after the date hereof, of any law by the State of Kanesa, laws for the taxition of mortgages or debts secured by mortgage for State or local purpose, or the and of the debt which it secured, shall have the right to give thirty days written notice to the owner the said dect shall become due payble and collectible at the sourd state on of local purposes, or the INFT. That it is expressly understood and agreed, that this mortgage shall become due and payable forthwith at the option of the mortgagee if any the smort shall become due and payble if the title thereto shall become vested and collectible at the series and that if such notice to the owner. INFT. That it expressly understood and agreed, that this mortgage that if such notice be given INFT. That the party of the second part may resort for the payment of the said mortgage procises or TENTH. That the party of the second part may resort for the payment of the said mortgage procises or TENTH. That the party of the second part may resort for the payment of the said mortgaged premises or TENTH. That th

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TERM. That the party of the second part may resort for the payment of the said principal moneys, premiums and interest to its several securities therefor in such order and manner as it may think fit. Now, if the debt and the instalments described in the said bond be paid when due, and the said greement be kept and performed as aforcasid, then these presents shall be null and void. Part, or its endorses or assigns, may, at their option pay such taxes or assessments or any part thereof and may effect such insurance, paying the cost thereof, and may pay and satisfy any final judgment on with interest thereon from the time of payment of and moneys paid in the premises, shall be a security in like manner and with like effect as for the payment of said bond. If default be made in the payment of said bond, or any part thereof, or any interest thereon, when for any tax or public charge in the nature of a tax on mortgages, or on the mortgage shall, at the option able and upon forfeiture of this mortgage, or in case of default in any of the payment is mortgage interest in early for, the party of the second part, its successors and assigns, shall be entitled to a judgment for the statisfaction of said bond, and the additional sums paid is nortgage, immediately become due and pay-for, the party of the second part, its successors and assigns, shall be entitled to a judgment for the statisfaction of said bond, and the additional sums paid by virtue of this mortgage and all costs and satisfaction of said judgment, foreclosing all rights and all persons claiming under the said septrates of the first part their heirs end assigns and all persons claiming under the said septrates of the first part their heirs end assigns and all persons claiming under the said septrates of the first part their heirs end assigns and all persons claiming under the said septrates of the first part their heirs end the state of the first part. The case taxes upon the property covered by this mortgage are and all benefits of the f of file winted States, the marks under of Daniel pilale fit Commence

The first part. In case taxes upon the property covered by this mortgage are paid by the holder of said mortgage, or of the bond secured thereby, under the right conferred in this mortgage, the receipt of the proper officer for such taxes, shall be, as between said holder and parties of the first part, conclusive evidence of the amount and validity of the taxes. IN WITHES WHENCOT, The said parties of the first part have hereunto set their hands the day and

Willoughby F. Ellsworth Lucile Rarig Ellsworth

STATE OF KANSAS COUNTY OF DOUGLAS, SS.

E IT REMEVEED That on this Tenth day of January A. D. Ninsteen Hundred thirty one before me the undersigned, a Notary Public in and for said County and State, came Willoughby F. Ellsworth and Lucile Rarig Ellsworth, his wife, who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed and duly acknowledged the execution of the same to be their and by These Country I hat The back the children of antering

IN SITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

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My term Expires March 21, 1933.

Corydon E. Lindley Notary Public Douglas County, Kansas.

Register of Deeds -

Recorded Feb. 2 A. D. 1931 at 4:30 P. M.

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