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No # 7.50

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AGE RECORD No. 77

MORTGAGE

THIS MORTOAGE, Made this twenty sixth day of February in the year of Cur Lord One Thousand Nine Hundred and thirty one by and between Joseph G. Brandt and Frances Irving Brant, his wife of the County of Douglas and State of Kansas, perties of the first part, and The Southolls Life Assurance Society of The United States, a corporation, organized and existing under the laws of the State of New York, having The United States, a corporation, organized and existing under the laws of the State of New York, having The United States, a corporation, organized and existing under the laws of the State of New York, having The United States, a corporation, organized and existing under the laws of the State of New York, having The United States, a corporation, organized and existing under the laws of the State of New York, having The United States, a corporation, organized and existing under the laws of the State of New York, having WITNESSETH, That said parties of the first part for and in consideration of Three Thousand (\$3,000.00) WITNESSETH, That said party of the second part, and by these presents do grant, bargein, sell acknowledged have granted bergeined, sold and conveyed, and by these presents do grant, bargein, sell end convey unto the said party of the second part, and to its successors and assigns forever, all of the following described tract, plece and parcel of land and improvements thereon, including all heating, ighting, plumbing and water supply apparatus and fixtures, end door and window screens, and all cleardow lighting, plumbing end water supply apparatus and fixtures, end door and window screens, and all cleardow lying and situated in the County of Duules and State of Kansas, to-wit: The West Forty Eight (46) feet lying and situated in the County of Duules and State of Lansas, to-wit: The West Forty Eight (46) of S. F. Smith's Subdivision of Lots Stateen (16) Seventeen (17) Eighteen (16) and Nineteen (19) in Elock Tirteen (15) Enboock's Enlarged Addition to the City of Lewrence end Lots Twelye (12) end

more Senter of the Durles States the must good of Lot Number Eight (5) of R. F. Smith's Subdivision of Lots Sixteen (16) Seventeen (17) Eighteen (18) and Nineteen (19) in Elock Fifteen (15) Enbcock's Enlarged Addition to the City of Lewrence end Lots Twelve (12) and Thirteen (13) in Elock Three (3) of Cranson's Subdivision of Elock Fifteen (15) of Enbcock's Enlarged Addition to the City of Lewrence. TO HAVE AND TO ELOD the same, with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part has executed and delivered to the seid forewr, provided memory and this instrument is made executed and delivered upon the following conditions, to-wit: always and this instrument is made executed and delivered upon the following conditions, to-wit: and Frances Irving Brandt, his wife, its certain policy of life insurance, bearing registered date March 1, 1931 and numbered 8539133 agreeins to pay to the beneficiary therein nemed upon receipt of due Warch 1, 1931 and numbered 8539133 egreeins to pay to the beneficiary therein nemed upon receipt of due within in force and be then surrendered properly released, the sum of Three Thousand (\$3,000,00) be then in force and be then surrendered Properly released, the sum of Three Thousand (\$3,000,00) be there second part the sum of Three (\$3,000,00) Dollars, gold coin of the United States of Americ party of the second part the second party of the second part in the City of New York, in ose thereof, at the principal office of the said party of the second part in the City of new York, in ose thereof, at the principal office of the said party of the second party in the City of accessive caledser hundred and trenty cuell monthly instalments, in advance, on the first day of each successive caledser hundred and trenty end the first which does not include interest including: (n) A payment on account of the principal of seid loan. (b) Interest is the action of the principal of seid loan. the second construction of the second of the

such instalment, except the first which does not include interest including:

(a) A payment on account of the principal of soid loan.
(b) Interest at the rate of six per centum per annum, duly discounted on the monthly decreasing belance of said principal sum which will remain unpaid on said loan after the payment of each of the

It being in said note expressly agreed that the whole of said principal sum, or the balance there from time to time outstanding, shall become due after default in the payment of any one of said instal

It being in solument which does not include therefore It being in solution of expressly agreed that the whole of sold principal sum, or the balance therefore from time to time outstanding, shall become due after default in the payment of any one of sold instal-iments, or of the tarse, assessments or water rates as thereinsfler provided, anything therein contained to the contrary notwithstanding. THERRS, sold parties of the first part do for their heirs, representatives, vendees and assigns, the owners of sold hads, hereby expressly covenant, agree and stipulate to and with sold other party to this instrument, and its successors, vendees and assigns; First. That the lien created by this instrument is a first and prior lien and encumbrance on the showe described lend and improvements; Second. To car the indubtedness as hereinbefore provided, and until the same be fully paid, to keep sold policy of life insurance in full force and effect; Third. To procure and maintain policies of fire and if required tornado insurance on the building erected and to be erected upon the above described premises in some responsible company or comparis, to the satisfaction of the party of the second part, to the amount, taken out on and improvements or firtures thereto attached during the existence of the deth hereby secured, shall be constantly assigned, placed and delivered to said party of the second part is New York office at least three all loss claims, to demand, receive and receivt for all more backets and unpaid shall become due at the option of the party of the second part after default in the payment of any three assesses of material building as the mortgage may elect; and in the event of forcelosure hereunder, with power to set the option of the party of the second part after default in the payment of any three second from the submerse of the actual or threadened decolition or nervoyal densi to apply toward the payment of seid obligations, unless otherwise paid, on rebuilding or restoring he set no t

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and assigns, sgainst the lamful claims of all persons whomsoever; sixth. To keep all buildings and other improvements on said premises in good reapir, and meither to commit, nor suffer, any weste upon said premises, nor to do any other act whereby the property hereby conveyed shall become less velueble;

That in default of the payment of any taxes charges and assessments which may be impos Seventh. That in default of the payment of any taxes charges and sessesments which may be approximately law upon the said premises, or any pert thereof, it shall and may be lawful for the party of the second part, without notice to or demand from the party of the first part, to pay the amount of any so tax, charge or assessment, with eny expanse attending the same, and any amount so peid to repay to sail perty of the second part with interest thereon without notice or demand; and the same shall be a lime on the said premises, and be secured by the said bond and by these present; and the whole emouthere secured in the same due and pays? Seventh. 11: 56 sale

secured, if not then due, shall thereupon, if party of the second parts or elects, become due and payle forthmith, anything herein contained to the contrary notwithstanding; Eighth. That in the event of the passage, after the date hereof, of any law by the State of Kanses, deducting from the value of land for the purpose of taxation any lien thereon, or changing in A