MORTGAGE RECORD No. 77

STATE OF KANSAS, DOUGLAS COUNTY, 55.

BE IT REMEMBERED, That on this 18th day of March A. D. 1931 before me, R. M. Fitzpatrick a Notary Public in and for said County and State, came T. J. Sweeney Jr., Vice President of Peoples State Bank, Lawrence, Kanses, to me personally known to be the same person who executed the within instrument of writing and duly acknowledged the execution of the same for said corporation. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal of the day and year lest above written.

Legal Seal

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V David P. Rake John Hancock is recorded

My commission expires March 25th 1933.

R. M. Fitzpatrick Notary Public

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Recorded March 21, A. D. 1921 at 3:30 P. M. Chi C. Complany ____ Register of Deeds

MORTGACE

LOAN NO. K-4018280 A

THIS INDENTURE, Made this 16th day of March A. D. 1931 between John Unger, a widower of the County This indefined, made this foundary of anoth a starty and colling order, a minower of the county of Douglas and State of Kansas, party of the first part, and Collins Wortgage Company, a corporation,

THIS INDERTURS, Mace this form any of March A. D. 1931 Detmeen John Unger, a widower of the County of Dougles and State of Kansas, party of the first part, and Collins Mortgage Company, a corporation mark of Do Collers, to him duly paid, the receipt of which is hereby acknowledged, have sold and by these presents does Grant, Bergain, Sell and Convey to the said party of the second part, its legal these presents does Grant, Bergain, Sell and Convey to the said party of the second part, its legal county of Doulers and State of Kansas, Gorever, all that tract or parcel of land situated in the County of Doulers and State of Kansas, Gorever, all that tract or parcel of land situated in the fourteen (11); and the Southwest Quarter of Section Eleven (11) (less the two following described as follows, the center of Wakarusa Creek; thence down the channel of said Creek to the point of beginning; Also commencing at the Northeast corner of said Southwest Quarter; there West 12.17 chains thence South to center of Channel of Wakarusa Creek; thence by the channel of said Oreek to the East line of asid Quarter Section; thence North to place of beginning; all being in Township Thirteen (13) with seconding to the Government Survey thereof, with the sepurtemance, and all the sets 12.17 chains interest of the said party of the first part therein. And the said party of the first part does here ye want seized of a good and indefessible estate of inheritance therein, and will Barrant and Defend the tile to the send, and that the same is clear and free from all incurrences of whatoever kind. And the said John Unger, a widower does hereby point all right of himstend and Defend the said of a good and indefessible estate of inheritance therein, and will Barrant and Defend the tile to the said premises, and does hereby join in all the cleaves, conditions and econents hereof.

This grant is intended as a mortgage to secure the payment of Eight Thousand and No/100 Dollars, This grant is intended as a mortgage to secure the payment of Eight Thousand and No/100 Dollars, payable according to the terms of a certain promissory note, this day executed and delivered by the said party of the first part to the said party of the second part, which said promissory note, both principal and interest is payable on an amortization plan in 69 equal semi-annual installments of Two Hundred Eighty and No/100 Dollars each, and one installment (the last to mature) of Two Hundred Inity-three and M9/100 Dollars; all due and payable as follows; Two hundred eighty and no/100 Dollars on the first day of October A. D. 1931 and a like sum of Two Hundred Eighty and No/100 Dollars each annually thereafter on the first day of April and October in each and every year to and including the first day of October 1953 and the last installment of Two Hundred Thirty-three and M9/100 Dollars on the first day of April 1964 by which and when the entire principal sum and interest shall be fully paid, together with interest at the rate of ten par cent per annum on any installment which shall not the first day of is on the source shall be void if such payment be made as therein specified tut if default be made in such payment, or any part thereof, or the interest thereon, of the taxes when due, or if the insurance is not kept in force thereon, or if said first party shall do eny set impairing the value of said mortgaged property or shall fail to perform all and singular the agree-ments herein contained, then this conveyance-shall at the option of the party of the second part. impairing of a the insufficiency of the force thereon, of if said first party shall do any set impairing the value of said mortgaged property or shall fail to perform all and singular the agree-ments herein contained, then this conveyance shall at the option of the party of the second part, become absolute, and the whole amount secured hereby shall become immediately due and payable, without a notice (arything herein or in said promissory notes to the contrary notwithstanding), and it shall be laful for seid party of the second part, its successors or essigns, at any time thereafter, to proceed by foreclosure or any other lawful mode to collect the amount of said notes; and out of all the moreys arising from the sale under any such proceeding to retain the amount then due for principal and interest together with the costs, as hereinsiter provided, and charges of making such foreclosure sale, and the overplus, if any there be, shall be paid by the party making such sale, on demad to the int sale, and the cost or any parts thereof, when the same shall taxes, charges or assessments levid of the State of Kenses, including all taxes and assessments of every kind and character levided upon the interest therein of the mortgage or the sale second to and character levided upon the interest therein of the mortgage or theorets accured thereby or the income arising therefrom. Upon violate ind of this mortgage or theorets excured thereby secured, without any deduction, shall in the of this greement, then and in any such event the det hereby secured, without any deduction, shall in the sale and the mortgage or theorets excured thereby escured, without any deduction, shall in the of this greement, then and in any such event the det hereby secured, without any deduction, shall in Junto Brunto

and a series In of this agreement, then and in any such event the deb hereby secured, without any deduction, shall at the option of the mortgagee, become immediately due and collectibel; and the said first party

at the option of the mortgegee, become immediately due and collectibel; and the said first party shall not be entitled to any offsets against the sum hereby secured, without any deduction, shall with and said first party further expressly agrees that he will, st his own expense, until the indebeat ress herein recited is fully paid, keep the buildings erected on said lands insured against loss by fire, lightning and mind-storn in the sum of ------dollars, in insurance companies approved by said second party, its successors or assigns, each policy having a subrogation mortgage clause attached thereat to with loss, if any, payable to said second party, or assigns. In case of failure of said first party to minitain insurance and said party of the first part assumes all responsibility of proof and care and and spense of collecting such insurance if loss occurs. In case of a failure of the party of the first part assumes all responsibility of proof and care and on said property, including all taxes and essessments of every kind and character levied upon the