

MORTGAGE

Reg. No. 1646
Fee Paid \$6.00

THIS INDENTURE, made and executed this 24th day of November 1931 by Arthur W. Cunningham and Mary I. Cunningham Husband and Wife of Douglas County, Kansas, parties of the first part, and THE UNION CENTRAL LIFE INSURANCE COMPANY of Cincinnati, Ohio, party of the second part; WITNESSETH, That the said parties of the first part for and in consideration of the sum of Twenty-four Hundred and Fifty (\$2450.00) DOLLARS, paid by the said party of the second part, the receipt of which is hereby acknowledged, mortgage and warrant unto the said party of the second part, its successors and assigns, forever, the certain tract or parcel of real estate situate in Douglas County, Kansas, described as follows, to-wit:

Lots one hundred fifty-nine (159) and one hundred sixty-one (161) on Indiana street in the City of Lawrence, Kansas.

TO SECURE THE PAYMENT of a debt evidenced by certain promissory notes of even date herewith signed by Arthur W. Cunningham and Mary I. Cunningham, party of the first part, and payable to the said party of the second part, or order, at its Home Office in Cincinnati, Ohio, as well as any and all renewals or extensions of said notes or of said indebtedness, or of any part thereof, however evidenced, with interest on such renewals, extensions or indebtedness, at such rate of lawful interest as may be agreed upon and any notes given for interest covering any renewals or extensions of said notes or indebtedness, with interest thereon from maturity of the same (which renewals or extensions of the notes or debt, or any part thereof, hereby secured, or any change in the terms of or rate of interest payable on same, shall not impair in any manner the validity of, or priority of this mortgage); said notes are further described as follows:

Being a series of Eleven (11) notes in the consecutive amounts of \$2.85, \$134.75, \$132.92, \$131.08, \$129.25, \$127.41, \$125.58, \$123.74, \$121.91, \$120.07 and \$1955.74. The first note being payable on December 1, 1931 and one of the remaining notes being payable on each June first and December first thereafter, with interest after maturity until paid at the rate therein specified.

The right is hereby given by the party of the first part and reserved by the party of the second part, successors or assigns, to make partial release or releases of the security hereunder, agreeable to the party of the second part, without notice to or the consent, approval, or agreement of other parties in interest, which partial release or releases shall not impair in any manner the validity of, or priority of this mortgage on the security remaining.

The said parties of the first part hereby covenant and agree with the said party of the second part, its successors and assigns, as follows:

FIRST.--To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate when due. To pay all taxes assessed in Kansas against said party of the second part, or its assigns, on this mortgage or the notes or debt secured hereby, before the same become delinquent, provided the amount of such latter taxes together with the interest on the loan secured hereby does not exceed the maximum permitted by law to be paid, but if it does, the excess is to be paid by the said party of the second part.

SECOND.--To keep said real estate and all buildings and other improvements thereon in as good condition and repair as of this date and to commit or permit no waste.

THIRD.--To keep the buildings now on or hereafter erected on said real estate insured at the option and to the satisfaction of the party of the second part, delivering all policies and renewals thereof to said party of the second part. The party of the first part hereby assigns and transfers to the party of the second part all right and interest in all policies of insurance carried on or to be carried upon said property.

FOURTH.--In case of failure to pay the taxes, liens, assessments and charges, or to effect said insurance, the party of the second part may pay said taxes, liens, assessments, charges, and effect such insurance. The amounts so paid shall be due and payable, at the option of the party of the second part, with interest at the highest rate permitted by law, and such amounts shall be secured hereby.

FIFTH.--That, if the party of the second part herein is now or hereafter becomes the owner or holder of a mortgage or mortgages, other than this, upon the real estate herein described, or any part thereof, failure to comply with any of the requirements or conditions of either of said mortgages, which failure would mature the indebtedness secured by it, shall mature, at the option of the party of the second part herein, the indebtedness under all such mortgages.

SIXTH.--That as additional and collateral security for the payment of the notes and the indebtedness hereinbefore described, said party of the first part hereby assigns to said party of the second part, its successors and assigns, all of the rents, profits, revenues, rights and benefits accruing under all leases now on said real estate, or which may hereafter be placed thereon and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said rents, profits, revenues, rights and benefits to said party of the second part, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the notes hereby secured, or prior to such default upon notice to the lessee in such lease, and to terminate and become null and void upon release of this mortgage.

SEVENTH.--If the maker or makers of said notes shall fail to pay any of said notes, or any notes given in renewal of the notes herein, or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due, or there is a failure to conform to or comply with any of the foregoing covenants or agreements, the whole sum of money herein secured shall thereupon become due and payable at the option of the said party of the second part without notice, and this mortgage may be foreclosed. Interest on the debt secured hereby shall be ten per cent, per annum after maturity by default, or otherwise, until paid.

When the indebtedness secured hereby has been fully paid and the foregoing covenants and conditions have been kept and performed, this conveyance shall be void, and shall be released by the said party of the second part at the cost and expense of the said party of the first part. In case of failure of the said party of the second part to release this mortgage, all claim for statutory penalty or damages is hereby waived, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Arthur W. Cunningham (SEAL)
Mary I. Cunningham (SEAL)

State of Kansas,)
Douglas County) SS.

BE IT REMEMBERED, That on this 23th day of November 1931, before the undersigned, a Notary Public in and for the County and State aforesaid, appeared Arthur W. Cunningham and Mary I. Cunningham Husband and Wife who are to me personally known to be the identical persons who executed the foregoing mortgage deed, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year

ATTEST:
J. JOHN CALHOUN, Clerk of the District Court of Douglas County, Kansas;
do hereby certify that a full and correct copy of the foregoing mortgage deed, as the same appears from the records of the said District Court, on the 23rd day of November 1931, at Lawrence, Kansas, was duly recorded in Book 83, at page 419.
Witness my hand this 23rd day of November 1931.
J. John Calhoun
Clerk District Court.