

MORTGAGE RECORD No. 77

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and remain in full force, as security for the faithful performance of the agreements and conditions therein contained, in respect to said note and the right to declare the same due for default in the payment of interest thereon, and all other matters whatsoever, except in so far as herein expressly modified. And they further covenant and agree to pay all taxes, assessments and charges of every nature and to whomever assessed and before the same shall become delinquent that may now or hereafter be levied or assessed upon the mortgaged premises, upon the rents, issues, income or profits thereof, upon said mortgage deed, upon the lien or estate thereby created, upon the debt thereby secured, upon the income of said debt and/or that may be payable by or chargeable to the owner of said debt, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes of the State of Kansas, changing in any way the laws for the taxation of mortgages or debts and the interest thereon secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect said mortgage, the holder of said mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the land requiring the payment of the mortgage debt. If such notice be given, the said debt shall become due, payable and collectible at the expiration of said thirty days.

WITNESS their hands this 20 day of February 1932.

Arthur Eisele
Sueie Eisele
Christine Eisele

State of Kansas }
} ss.
County of Douglas }

On this 20th day of February A. D., 1932 before me, a Notary Public within and for said County, duly commissioned and qualified, personally appeared the above named Arthur Eisele, Sueie Eisele, and Christine Eisele personally known to me to be the same persons described in and who executed the foregoing instrument, and acknowledged that they signed and delivered the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Legal Seal
My commission expires 7-25-35

H. A. Schubert, Notary Public.

Recorded March 18, A. D. 1932 at 9:00 A. M.

Atchison - Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 20 day of Feb. A. D. 1932 between Arthur Eisele and Sueie Eisele his wife; Christine Eisele a widow, _____ County, in the State of Kansas, of the first part, and WARREN MORTGAGE COMPANY, of Emporia, Lyon County, Kansas, of the second part,
WITNESSETH: That the said parties of the first part, in consideration of the sum of Two Hundred and Twenty Five Dollars, the receipt of which is hereby acknowledged, do by these presents GRANT, PEARSEN, SELL AND CONVEY unto said party of the second part, its heirs, assigns or successors, all the following-described real estate, situated in the Counties of Douglas-Leavenworth, State of Kansas, to wit:

Beginning at a point 462 ft. West of Southeast corner of Section Twenty-seven, Township Twelve South, Range Twenty-one East of the 6 PM, and running thence West 555.6 feet, thence due North to the bank of the Kaw River, thence in Southeasterly direction following the bank of Kaw River to a point 462 ft. West of the East line of said Section 27, thence S 31° 13.3 ft. to place of beginning, in Douglas County,
Also the Southwest Quarter of the Southwest Quarter of Section Twenty-eight in Township Twelve South, Range Twenty-one East of the 6 PM in Leavenworth County,

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever; PROVIDED, ALWAYS, and these presents are upon this express condition, that, whereas, said first parties have this day executed and delivered a certain promissory note to said party of the second part for the sum of Two Hundred and Twenty Five Dollars, bearing even date herewith, payable at the office of WARREN MORTGAGE COMPANY, Emporia, Kansas, in equal installments of Fifty Six & 25/100 Dollars each, the first installment payable on the first day of Sept 1932, the second installment on the first day of March 1933 and one installment on the first days of Sept. 1933 and Mar. 1, 1934. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part, or of the legal holder of said note, and shall draw interest at the rate of ten per cent per annum from the date of said default until fully paid.

And the said parties of the first part further agree that in case they pay the first mortgage upon the above-described land (for the negotiation or extension of which this mortgage and the note hereby secured is given as a commission) before the last date such mortgage by its terms is due and payable, such payment shall in no wise affect this mortgage or the note thereby secured, but that they will pay the sums hereby secured in full, as though no such payment of the first mortgage was made.

Now, if said first parties shall pay or cause to be paid the said sum of money, with interest thereon, according to the terms of said note, and pay off, remove and discharge all prior liens and encumbrances existing, or that may hereafter arise, or any interest thereon, then these presents shall be void. But if said sum of money, or any interest thereon, is not paid when due and payable, or if all taxes or assessments levied against said property are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, or to pay off, remove and discharge