

## MORTGAGE RECORD No. 79

Reg. No. 2307  
See Page 60

## MORTGAGE

THIS INDENTURE, made and executed this 16th day of November 1933 by Dick Williams and Mary E. Williams 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 no/100 (\$2400.00) 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:

The West Ninety (90) Acres of the South Half of the North Half of Section Nine (9), Township Fifteen (15), Range Nineteen (19) East of the Sixth Principal Meridian, containing Ninety (90) Acres, more or less.

TO SECURE THE PAYMENT of a debt evidenced by a certain promissory note of which the following is a copy:

\$2400.00

Lawrence, Kansas, November 16, 1933.

For value received, I promise to pay to the order of THE UNION CENTRAL LIFE INSURANCE COMPANY OF CINCINNATI, OHIO, the sum of Twenty-four Hundred and no/100 DOLLARS at the Home Office of said Company in Cincinnati, Ohio, in installments as follows: \$100.00 on the 1st day of March, 1935, and \$100.00 on the 1st day of March, 1936; \$100.00 on the 1st day of March, 1937; \$100.00 on the 1st day of March, 1938; \$100.00 on the 1st day of March, 1939; \$100.00 on the 1st day of March, 1940; \$100.00 on the 1st day of March, 1941; \$100.00 on the 1st day of March, 1942; \$100.00 on the 1st day of March, 1943, and \$1500.00 on the 1st day of March, 1944.

together with interest thereon from March 1, 1934 at the rate of six per centum per annum, payable with each installment of principal.

This note evidences a balance of purchase money and is secured by a mortgage or deed of trust of even date. In the event of default in the payment of any installment of the principal, or interest thereon, or default in the payment of taxes or water, ditch or other assessments upon the premises described in said mortgage or deed of trust, or default in the payment of fire, lightning or windstorm insurance premiums, or a breach of any of the other covenants contained in said mortgage or deed of trust, the holder of this note may, at its option, without notice, declare the unpaid principal and the interest accrued thereon, immediately due and payable and may proceed by foreclosure or by sale under the power contained in said mortgage or deed of trust to enforce the collection thereof.

In case this note is placed in the hands of an attorney for collection, I agree to pay all costs of collection and a reasonable attorney's fee, if permitted by law.

Installments of principal and interest not paid when due shall bear ten per cent interest per annum after maturity, until paid.

The right is reserved to pay any amount at any time prior to maturity and stop interest thereon provided all prior installments have been paid, but such prepayments shall not relieve from continuing consecutive payments in amounts as herein provided.

This note is to be construed by the laws of Kansas.

Any check, draft or money order remitted in settlement of this note, or any part thereof, may be handled for collection in accordance with the practice of the collecting bank or banks, and shall not be deemed payment until the money is actually received by the Company.

Address Lawrence, Kansas.  
No

Dick Williams  
Mary E. Williams

as well as any and all renewals or extensions of said note 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 note or indebtedness, with interest thereon from maturity of the same (which renewals or extensions of the note 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).

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 party 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, fences and other improvements thereon in as good condition and repair as of this date and to commit or permit no waste, or allow any cutting of timber, except for making and repairing the fences on the place, and such as shall be necessary for fire-wood for use on said real estate.

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 rights and interest in all policies of insurance carried 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

This note secured by the mortgage hereinbefore made and this mortgage being fully satisfied, the parties of the first part hereby covenant and agree with the said party of the second part, its successors and assigns, as follows:

(Copy)

This Release  
was written  
on the original  
Mortgage  
this 17th day  
of March,  
1934  
Nashville, Tenn.  
Rep. of Deeds.