

MORTGAGE RECORD No. 79

If any of said sums of money herein referred to be not promptly and fully paid within ninety (90) days next after the same severally become due and payable, or if each and all of the stipulations, agreements, conditions and covenants of said promissory note and this instrument, are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory note shall become due and payable forthwith or thereafter at the option of the Corporation, its successors, legal representatives or assigns, as fully and completely as if the said aggregate sum of Two thousand six hundred fifty-seven and 31/100 DOLLARS was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

If more than one joins in the execution hereof as Mortgagor or any be of the feminine sex the pronouns and relative words herein used shall be read as if written in plural or feminine, respectively. And the said Mortgagors for said consideration do hereby expressly waive all benefit of the homestead and exemption laws of the State of Kansas.

In testimony whereof the said Mortgagors have hereunto subscribed their names on the day and year first above mentioned.

Grover C. Brumfield
Georgia Brumfield

ACKNOWLEDGMENT.

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 23rd day of Feby., A. D. Nineteen Hundred and thirty-four before me, the undersigned, a Notary Public in and for said County and State, came Grover C. Brumfield and Georgia Brumfield, Husband & wife who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal
My Commission expires Apr. 10, 1937

S. A. Wood
Notary Public.
Douglas County, Kansas

Recorded March 7th, A. D. 1934 at 11:25 A. M.

E. C. [Signature] Register of Deeds

MORTGAGE

THIS MORTGAGE, made the 1st day of March, A. D. 1934, Between August Hildenbrand and Alice Hildenbrand, his wife, of the County of Douglas, and State of Kansas, parties of the first part, and The Shideler Mortgage & Investment Company, a corporation, party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to the said The Shideler Mortgage & Investment Company, for money borrowed in the sum of One Thousand and No/100 (\$1,000.00) DOLLARS, to secure the payment of which they have executed one promissory note, of even date herewith, payable on the 1st day of March, A. D. 1935, being principal note, which note bears interest from March 1, 1934 at the rate of six per cent. per annum, payable semi-annually.

Both principal and interest bear interest after maturity at the rate of ten (10) per cent. per annum, payable annually, until paid, and said note is made payable to the order of said The Shideler Mortgage & Investment Company at Topeka, Kansas in gold coin of the United States of America, of the present legal standard of weight and fineness, or its equivalent.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents mortgage and warrant unto the said party of the second part, its successors and assigns, forever, all the following-described lands and premises, situated and being in the County of Douglas and State of Kansas, to-wit:

The Southwest Quarter (1/4) of Section Twenty-three (23), Township Twelve (12) Range Seventeen (17), Douglas County, Kansas.

AND the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above-described real estate insured in such forms of insurance as may be required by the party of the second part in some solvent incorporated insurance company or companies approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, and deliver the said policy or policies to the party of the second part, or assigns, as collateral security for the debt hereby secured. The said parties of the first part further agree to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part render the whole of said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or insurance premiums as heretofore mentioned, or to deliver policies of insurance as above required, then in such case, the whole of said principal and interest thereon shall at the option of said second party, or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part, or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payment as aforesaid;

See No. 2345
See File 2-52

In Agreement - See 68th 79. 160