MORTGAGE RECORD No. 79

Receiving No. 1244

MORTGAGE

THIS INDENTURE, Made September 12, 1935, by and between Ruby J. Miller, and Albert R. Miller, her husband, of the County of Douglas, State of Kansas, marties of the first mart, and BANKERS LIFE INSUR-ANCE COMPANY OF NEBRASKA, a corporation existing under and by virute of the laws of Nebraska, marty of the second part:

WITNESSETH, That said parties of the first part, in consideration of the Twenty-three Hundred and no/100 (\$2,300.00) DOLLARS Loaned by the said party of the second part, the receipt of which sum is hereby acknowledged by said parties of the first mart, do hereby SELL AND CONVEY unto the said party of the second part, its successors and assigns, the following described real estate, situated in the County of DOUGLAS and State of Kansas, to-wit:

The East half of the Southwest quarter of Section Two (2) in Township Fifteen (15) South, Range Ninetcen (19) East of theSixth Principal Meridian, containing in all Eighty (80) acres, according to Government Survey.

TO HAVE AND TO HOLD said promises with all appurtemances thereunto belonging, unto the said party of the second part, its successors and assigns, forever. The said parties of the first part covenant with the party of the second mart that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, its successors or assigns forever, against the claims of all persons, and the said arties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

PROVIDED ALWAYS, And this instrument is executed and delivered upon the following conditions: FIRST, That said parties of the first part shall pay to the party of the second part, its success ors or assigns.

Two Hundred an. no/100	(\$200.00)	Due September 1, 1937
One Hu dred and no/100	(\$100.00)	" September 1, 1938
One Hundred and no/100	(\$100.00)	" September 1, 1939
Nineteen Hundred and no/100	(\$1900.00)	" September 1, 1940

with interest thereon, payable semi-annually from September 1, 1935 according to the terms of Four promissory notes, all signed by said parties of the first part, payable to the order of BANKERS LIFE INSURANCE COMPANY OF NEBRISKA, bearing even date herewith.

SECOND, That in consideration of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the lews of the State of Kansas against and notes hereby secured, or against this mortgage, or against the owner of said notes and/or nortgage on account of the debt hereby secure the debt hereby secured However, if such taxes and assessments when added to the interest shall exceed ten per cent per annum upon the principal of the debt hereby secured, said parties of the first part herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said notes contracted to be paid shall equal ten per cent per annum on the principal of the debt hereby secured.

THIRD, That said parties of the first part agree to pay all taxes and all special assessments levied or assessed against or due upon said real estate before delinguonay and to procure, maintain and deliver to said party of the second part, its successors, or assigns, fire, lightning and tornado insurance policies insuring the buildings on said real estate in companies to be approved by said party of the second part, its successors or assigns, for not less than \$800,00, with loss payable to the said party of the second part as mortgagee, its successors or assigns, as its or their interests may appear; and shall keep the buildings and other improvements upon said premises in good repair and condition.

FOURTH, That if said insurance is not promptly effected, and maintained, or if such taxes and Found, int i such insurance is not promptly effected, and maintained, or if such taxes and special assessments shall not be paid before delinquency, said party of the second (art, ifs successors or assigns, (whether electing to declare the whole sum hereby secured due and collectible or not) may effect and pay for said insurance, and may pay said taxes and/or special assessments, and all such payments, with intercest thereon at the rate of ten per cent mer annum, from the respective dates of pay ment, shall be a lien against said promises and secured hereby.

FIFTH, That if default be made in the payment of any of said notes hereby secured, or of any interest on said notes or any of them, or any part thereof, for the space of ton days after the same shall become due, or if default be made in the payment of any taxes and/or special assessments levied or assessed against said real estate, or against the notes hereby secured, or against this mortgage. or assessed against said real estate, or against the notes hereby secured, or against this moregage, before delinquency, or in case said parties of the first part shall fail to keep or perform any of the covenants, conditions or agreements contained in this mortgage or in the notes hereby secured, time be-ing of the essence of this contract, then this mortgage and all sums of money secured hereby, less interest for the unexpired time, shall, at the option of soid party of the second part, its successors ing of the essence of this contract, then this mortgage and all sums of money secured hereby, less interest for the unexpired time, shall, at the option of sid marty of the second mart, its successors or assigns, become at once due and mayable, without further notice, and then this mortgage may be fore-closed and the mortgaged premises sold in one body. The interest secured by this mortgage shall, after meturity (whether the same mature by lapse of time, or by the secretise of the option to delare the whole sum due for breach of any condition or agreement herein contained), bear interest at the rate of ten per cent per annum until paid.

SIXTH, That if an action is commenced to foreclose this mortgage, said party of the second part, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, and such receiver shall have the right to take inmediate possession of, and control and pres-erve the mortgaged property, and to collect the rents and profits thereof, for the payment of the debt hereby secured, and said receiver's costs and expenses, and may perform and discharge all duties of a receiver.

SEVENTH, That this mortgage, and the notes secured hereby without regard to the place of execution or delivery, are made under, and shall be construed by and according to the laws of the State of Kansas.

If the foregoing conditions are fully performed, then this conveyance shall become void, otherwise 2 2 and remain if full force and effect. IN WITNESS WHEREOF, We have hereunto set our hands, Ruby J. Millor to be and remain if full force and effect.

Albert R. Miller

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