

# MORTGAGE RECORD No. 79

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annum after maturity, the installments of interest being further evidenced by thirty coupons attached to the said principal notes and of even date therewith, and payable to the order of Bearer at The Fidelity Savings State Bank, Topeka, Kansas.

Second, Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third, Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the notes hereby secured are fully paid.

Fourth, Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of at least Fifteen Hundred and No/100 - - - Dollars; less, if any, payable to the mortgagee or its assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth, Said parties of the first part hereby agree that if the makers of said notes shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names on the day and year above mentioned.

Executed and delivered in presence of  
C. E. Francis

George A. Tuttle  
Mellie A. Tuttle

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 31st day of January A. D. Nineteen Hundred Thirty Six before me, the undersigned, a Notary Public in and for said County and State, came George A. Tuttle and Mellie A. Tuttle (husband and 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 WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

(SEAL) My Commission Expires Jan 27 1936

C. E. Francis  
Notary Public in and for Douglas County, Kansas.

Recorded March 20, 1936 at 11:10 A.M.

*Wardell A. Beck* Register of Deeds.

Receiving No. 2104

## MORTGAGE

THIS INDENTURE, Made this 20th day of March in the year of our Lord one thousand nine hundred Thirty-Six between Harvey D. Peterson, single and unmarried, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and J. C. Hemphill Party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Five Hundred and Fifty (\$550.00) - - - DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The East Forty (40) Acres of; Beginning at the North East corner of Section Twenty Four (24), Township Thirteen (13), Range Eighteen (18), thence West, 3818 feet, thence South 1200 feet, thence East 3818 Feet, thence north 1200 feet to the place of beginning, in Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Harvey D. Peterson does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Five Hundred and Fifty (\$550.00) - - - DOLLARS, according to the terms of 1 certain promissory note this day executed by the said Harvey D. Peterson to the said party of the second part; said note being given for the sum of Five Hundred and Fifty (\$550.00) - - - DOLLARS, dated March 20-1936, due and payable in FIVE years from date

Lucile E. Allison, Clerk of the District Court, Douglas County, Kansas, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of said County, and that the same is duly recorded in the year 1936, at page 186. Witness my hand this 27th day of March 1936.

*Wardell A. Beck*  
*Register of Deeds*

Reg. No. 535  
Fee Paid \$1.25

*For Release Under 1936*