

## MORTGAGE RECORD No. 79

Receiving No. 2522

Reg. No. 556 -  
Fee Paid \$2.00

## MORTGAGE

THIS MORTGAGE, made the 12th day of June, A.D. 1936, Between HERMAN I. BARKS and REBECCA F. BARKS, his wife, of the County of Douglas, and State of Kansas, parties of the first part, and THE DAVIS WELLCOME MORTGAGE COMPANY, a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of Topeka, and State of Kansas, party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to the said THE DAVIS WELLCOME MORTGAGE COMPANY for money borrowed in the sum of EIGHT HUNDRED - - DOLLARS, to secure the payment of which they have executed one promissory note, of even date herewith, payable on the 19th day of June, A.D. 1941, being principal note, which note bears interest from June 19, 1936 at the rate of six per cent per annum, payable semi-annually.

Both principal and interest bear interest after any default 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 DAVIS WELLCOME MORTGAGE COMPANY, at Topeka, Kansas, in lawful money of the United States of America.

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:

South Forty (40) Acres of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twelve (12) and beginning at the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirteen (13), thence East on North boundary of said Quarter Section, Ten (10) chains, Seventy Seven (77) links, thence South Thirteen (13) chains, Ninety Four (94) links to a corner stake and stones near the South side of a water course, thence west Ten (10) chains, Seventy Seven (77) links to the West boundary of the Quarter Section, thence North on said East Boundary of the Quarter Section Thirteen (13) chains Ninety Four (94) links to the place of beginning, all in Township Twelve (12) South, Range Eighteen (18) East of the Sixth Principal Meridian, containing Fifty Five (55) Acres, more or less.

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 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; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent. per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part, or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against the above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent. per annum.

As additional and collateral security for the payment of said note the parties of the first part hereby assign to said party of the second part, or assigns, all the rights and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that the said party of the second part, or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights or benefits to the parties of the first part, or assigns, until notified by legal holder hereof to account for and to pay over the same to such legal holder.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct, and any judgment for the foreclosure of this mortgage shall provide that all of the land herein described shall be sold together and not in separate parcels.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the cost and expense of the parties of the first part; otherwise to remain in full force and virtue.

The amount secured by this mortgage has been paid in full, and the same is hereby canceled, this 19th day of November, 1941.

The Davis Wellcome Mortgage Company  
Frank S. Davis, Vice President

(Orig. Seal)

THIS MORTGAGE  
WAS WRITTEN  
ON THE ORIGINAL  
MORTGAGE  
THIS 22nd DAY OF  
NOVEMBER, 1941  
AT TOPEKA, KANSAS  
HARVEY L. BARKS