

MORTGAGE RECORD No. 79

Receiving No. 3325

MORTGAGE

Reg. No. 854
Reg. Fee \$2.50

This Indenture, made this 12th day of November A. D. 1936, by and between

Malvin M. Molder and Agnes Molder, his wife of Douglas County, Kansas, hereinafter called the mortgagor, which expression shall, wherever the context so admits, include their heirs, executors, administrators, successors and assigns, party of the first part, and The A. O. U. W. of Kansas hereinafter called the mortgagee, which expression shall, wherever the context so admits, include its successors and assigns, party of the second part.

Witnesseth: That the said mortgagor has mortgaged and by these presents, does Mortgage, Convey and Warrant unto the said mortgagee, all of the following described real estate situated in Douglas County, Kansas, to-wit:

The East 23 acres of the South 26 acres of the East 35 acres of the South Half of the South-east Quarter of Section 6, Township 13, Range 20, less that portion thereof conveyed by deed recorded in Book 126, Page 556, for Highway purposes.

together with all improvements thereon and the hereditaments and appurtenances thereunto belonging, and all contingent rights and interests therein.

This mortgage is given as security for the performance of the covenants and agreements herein and to secure to said mortgagee the payment of One Thousand and no/100 DOLLARS, with interest thereon, according to the terms of one certain mortgage note, executed and delivered by said mortgagor in consideration of the actual loan of said sum and payable according to the terms thereof, with interest payable semi-annually, according to the terms of the interest coupons thereto attached. All of said notes being of even date herewith, payable in lawful money of the United States of America at A. O. U. W. of Kansas, Newton, Kansas or at such other place as the legal holder of the principal note may designate in writing, each bearing interest at the rate of ten per cent. per annum after maturity or default until paid.

THE MORTGAGOR AS AFORESAID COVENANTS, AGREES AND WARRANTS: To be at the delivery hereof, lawfully seized in fee simple of the real estate hereby conveyed and to have good right to sell and convey the same as aforesaid: that the said real estate is free and clear of all incumbrances and liens; and with heirs, executors, administrators and assigns, warrant, and will defend the same unto said mortgagee, against all claims or demands; not commit nor suffer waste and not to cultivate any land now in grass without the written consent of mortgagee; to keep all buildings, fences and other improvements on said premises in as good repair and conditions as they now are, and to keep all buildings, now and hereafter on said premises, insured against fire and tornado for Eight Hundred and no/100 Dollars, for the benefit of the said mortgagee, in insurance companies acceptable to it, and to deliver policies of insurance with satisfactory mortgage clauses and renewal receipts, to said mortgagee. In case of loss, second party may collect insurance money or may require first part to make such collection. Said money when collected, shall be applied either upon the indebtedness hereby secured or in rebuilding, as said mortgagee may elect.

Said mortgagor expressly agrees to pay immediately when due, and before any penalty for non-payment attaches thereto, all taxes and assessments, general or special, which may be now or hereafter levied or assessed, under any law now existing or hereinafter enacted, upon the said land, premises or property or upon the interest of the holder of this mortgage therein, or upon the debt hereby secured, whether such holder be a resident or non-resident of the State of Kansas. Upon violation of the foregoing undertaking in any part, or upon the passage by the State of Kansas of any law imposing payment of the whole or any part of the aforesaid taxes or assessments, upon The A. O. U. W. of Kansas, or upon any subsequent holder of this mortgage, whether a resident or non-resident of the State of Kansas, or upon the rendering by any Court of competent jurisdiction, of a decision holding that any undertaking by the mortgagor to pay such taxes or assessments, or any of them, or any similar undertaking, is in whole or in part legally inoperative or void, then and in such event, the debt hereby secured without deduction, shall at the option of said mortgagee, and without notice to any party, become immediately matured, due and payable, notwithstanding anything contained in this mortgage, or in any law hereinafter enacted. Said mortgagor to furnish said A. O. U. W. of Kansas, on or before August 1st of each year a Certificate from proper authority, showing the payment of all such taxes and assessments for the preceding year.

That the said mortgage shall be subrogated for further security to the lien although released of record of any and all incumbrances paid out of the loan proceeds secured by this mortgage and that it may make any payments necessary to remove, satisfy or extinguish any prior or outstanding title, lien or incumbrance, and may at its option, pay any delinquent taxes or assessments charged against said property, make any repairs necessary for the preservation of the improvements thereon, and may insure said property if default be made in the covenant to insure, and, if it shall appear in any of the Land Departments of the United States Government or in any Court or Tribunal whatever, to defend the title or possession of the mortgaged real estate, or this lien thereon, or appear in any Court to prove the mortgage debt, all the costs and expenses of such appearance, shall be allowed by said mortgagor and all sums so expended and such costs and expenses so incurred shall bear interest at the rate of ten per cent. per annum from the date of payment by said mortgagee, and shall be an additional lien upon the mortgaged real estate concurrent with and collected in the same manner as the balance of the mortgaged debt, hereby secured.

That, as additional and collateral security for the payment of the debt as hereinbefore described, said mortgagor hereby assigns to the said mortgagee, all right, title and interest in and to all royalties and rentals accrued and accruing to them under all oil, gas, mineral, agricultural or other leases on said real estate and directs any lessee on demand, to pay to the said mortgagee, all royalties and rentals that may be payable under the terms of any such lease of said real estate; provided, that so long as no default be made in the payment of the principal debt hereby secured or the interest due thereon and so long as the agreements, covenants and conditions of this mortgage shall be faithfully performed, said mortgagor shall retain possession of the premises hereby conveyed and shall be entitled to appropriate all rents, income and profits derived therefrom; this assignment to terminate and to become void upon the release of this mortgage.

That, the property herein described being located in the State of Kansas, this mortgage and the rights and the indebtedness, hereby secured, shall, without regard to the place of contract or payment, be construed and enforced according to the laws of Kansas, with reference to the laws of which State, the parties to this agreement are now contracting, and that appraisement is waived.

That if suit shall be filed for the foreclosure of this mortgage, the mortgagee may have the abstract of title to the above described real estate, extended from the date of record of this mortgage to the date of filing such foreclosure suit at the expense of the mortgagor and have such abstracting expenses charged and assessed against said mortgagor in said foreclosure action as a part of the costs therein.

NOW, If said payments are made as provided, and all covenants and agreements herein fulfilled, this mortgage shall be null and void, and shall be released of record at the costs of said mortgagor, which cost said mortgagor agrees to pay but if the mortgagor as aforesaid, shall make default in the payment

*The Mortgage Secured by this Mortgage has been paid in full and the same is hereby cancelled this 28th day of November 1940 The Ancient Order of United Workmen of Kansas
Elyzer Bennett
Grand Master, Workmen
attest: C. S. Jacobson
Grand Recorder (Exp. Seal)*

THIS MORTGAGE
WAS FILED
ON THE OFFICE OF
MORTGAGES
THIS 9th day
of December
1936
at Kansas City
Mo.
C. S. Jacobson
Grand Recorder
Exp. Seal