

MORTGAGE RECORD 83

Receiving No. 3572

KANSAS REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Cecil R. Dodder and Pearl A. Dodder, his wife, of the County of Douglas, State of Kansas, hereinafter called "Grantor", whether one or more, does hereby mortgage to Phoenix Mutual Life Insurance Company, a Connecticut corporation, with its principal office in Hartford, Connecticut, hereinafter called "Phoenix", the following described land situated in the County of Douglas, State of Kansas, to-wit:

East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section Thirty-five, Township Fourteen South, Range Seventeen East of the Sixth Principal Meridian, containing one hundred sixty acres, more or less,

together with all the buildings, improvements and fixtures which are now on or hereafter may be erected on said land, and all the tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining, all of which said property is hereafter called "the premises"

This mortgage is given to secure the payment to Phoenix, at its principal office in Hartford, Connecticut, of the sum of Three Thousand Five Hundred Dollars (\$3,500.00), as follows: One Hundred Dollars (\$100.00) on the First day of December, 1938; One Hundred Dollars (\$100.00) on the First day of December, 1939; One Hundred Dollars (\$100.00) on the First day of December, 1940; Three Thousand Two Hundred Dollars (\$3,200.00) on the First day of December, 1941 according to the terms of a promissory note executed of even date herewith by Grantor.

Grantor covenants and agrees with Phoenix as follows:

1. That Grantor is lawfully seized and possessed of the premises and has good right to convey the same that they are free from all liens and encumbrances; that Grantor will warrant and defend the title thereto against the lawful claims of all persons whomsoever.
2. That, until all sums secured hereby are paid in full, Grantor will keep all buildings above described insured against loss by fire and such other hazards as Phoenix may require. The policies of such insurance shall be deposited with Phoenix and shall be in forms and amounts and issued by companies satisfactory to Phoenix. Phoenix may collect the proceeds of any insurance which may become due and, at its option, after deducting the expenses of such collection, apply the balance to one or both of the following: (1) To a partial or total restoration of the buildings (2) to the payment of principal, whether then matured or not, in the inverse order of its maturity.
3. That Grantor will pay all taxes, assessments and charges which are or may be levied against the premises or any part thereof before same become delinquent and deliver to Phoenix satisfactory evidence of such payment.
4. That if Grantor shall fail to pay any insurance premium, taxes, assessments or charges aforesaid, Phoenix, at its discretion may pay the same. Any sum so advanced by Phoenix, with interest thereon from the date of such advance at the highest rate permitted by law, shall be due from Grantor on demand, and the payment thereof shall be secured by this instrument.
5. That Grantor will keep the premises in as good repair as they now are; will not commit or permit waste on the premises; will not cut, use, or remove or permit the cutting, use or removal of any trees or timber on the premises other than for ordinary farm purposes; will comply with all Federal, State and County laws, rules and regulations affecting the premises; will keep all tillable soil in an advanced state of cultivation in accordance with the practice of good husbandry; will permit the agents of Phoenix to pass through or over premises at all reasonable times for the purpose of inspecting them.
6. That Grantor will immediately pay to Phoenix the proceeds from the sale of any easement or right of way across the premises and any damages awarded for the condemnation of any part of the premises for public use. Unless otherwise agreed, such proceeds shall be applied by Phoenix to the payment of principal, whether matured or not, in the inverse order of its maturity.
7. That Phoenix, without notice, may release any part of the security described herein or any person liable for any indebtedness secured hereby without in any way affecting the lien hereof upon any part of the security not expressly released and may agree with any party obligated on said indebtedness or having any interest in the security described herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not in any way release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to said lien.
8. As additional security for the payment of the indebtedness herein described, Grantor hereby assigns to Phoenix all the rents, income and profits from the premises, including all the rents, royalties and income accruing under any oil, gas, mineral or other lease now on the premises or hereafter placed thereon, on condition, however, that so long as there is no default hereunder, Grantor may retain possession of the premises and receive all of said rents, income, profits and royalties. This assignment shall become null and void upon the release of this instrument.
9. That if Grantor defaults in making any payment due under said note, or violates or fails to perform any of the conditions, covenants or agreements of this mortgage, or in the event that after the date of this mortgage any law shall be passed in the state of Kansas which creates or increases any tax assessed to Phoenix on account of this mortgage or the indebtedness secured hereby, then, at the option of Phoenix, all unpaid indebtedness secured by this mortgage, including interest accrued thereon, shall become due at once without notice, and this mortgage may be foreclosed.
10. Grantor hereby waives the benefit of all homestead and exemption laws.

The provisions hereof shall be binding upon Grantor and the heirs, personal representatives, successors and assigns of Grantor and shall inure to the benefit of Phoenix and its successors and assigns. Where more than one Grantor is named herein the obligations and liabilities of such Grantors shall be joint and several.

IN WITNESS WHEREOF this mortgage has been duly signed, sealed and delivered by Grantor, this 15th day of December, 1936.

Witnesses:
Lucille Brooks
J. A. Kesler.

CECIL R. DODDER
PEARL A. DODDER

ACKNOWLEDGMENTS

STATE OF KANSAS | SS
COUNTY OF OSAGE

On this 23d day of December, A. D. 1936, before me, a Notary Public in and for said County appeared Cecil R. Dodder and Pearl A. Dodder, his wife, to me personally known to be the identical person (s) whose name (s) is (are) affixed to the above deed as Grantor and acknowledged the execution of the same to be their voluntary act and deed.

(SEAL)
My commission expires July 12, 1939.

WITNESS MY HAND and notarial seal the day and year last above written.
J. A. Kesler, Notary Public.

Recorded December 26, 1936 at 10:50 o'clock A. M.

Harold A. Beck, Register of Deeds.

Reg. No. 963
Fee Paid \$8.75

This release was written on the original mortgage entered this 23rd day of Dec. 1937.

Harold A. Beck
Reg. of Deeds
County of Douglas