

## DOUGLAS COUNTY

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.:

I, C. Lange, a Notary Public in and for said County and State aforesaid, do hereby certify that William F. Malburn, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, executed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this 27th day of January, 1937.

(SEAL)

C. Lange

Recorded January 29, 1937 at 8:00 A.M.

*Harold A. Beck* Register of Deeds.

Reg. No. 943  
Fee Paid \$4.50

Receiving No. 3739 A

## MORTGAGE

THIS MORTGAGE, made the 21st day of January, A.D. 1937, Between LAURA CHRISTIAN, a widow, of the County of Douglas, and State of Kansas, party 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 party of the first part is justly indebted to the said THE DAVIS WELLCOME MORTGAGE COMPANY for money borrowed in the sum EIGHTEEN HUNDRED DOLLARS, to secure the payment of which she has executed one promissory note, of even date herewith, for EIGHTEEN HUNDRED Dollars, payable in annual payments, the first payment of Fifty Dollars being payable on the 30th day of January, 1938, and a like amount being payable annually thereafter, and the final payment, which shall be for the full amount of the balance due on said note, being payable on the 30th day of January 1944, which said sum of EIGHTEEN HUNDRED Dollars bears interest at the rate of five and one-half per cent per annum, payable semi-annually, on the 30th day of July and January of each year.

Said note is executed by the said party of the first part, and bears interest after maturity on both principal and interest at the rate of ten (10) per cent. per annum, payable annually, until paid, and 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 party 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, does 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:

Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirty Two (32), Township Thirteen (13) South, Range Eighteen (18) East of the Sixth Principal Meridian, containing One Hundred Sixty (160) Acres, more or less.

AND the said party of the first part expressly agrees 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 agrees 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 party of the first part will pay such taxes or assessments when the same become due and payable; and that she 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 party of the first part further agrees 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 permit nor 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 party 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 policy or 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 party in payments 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 party 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 party 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 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 party of the first part hereby assigns to said party of the second part, or assigns, all the rights and benefits accruing to the party 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

ATTEST:  
*Harold A. Beck*  
Notary Public in and for the County of Douglas, State of Kansas

I, Mary Ellen Simmons, Clerk of the Circuit Court, County of Douglas, State of Kansas, do hereby certify that a judgment of said Court was rendered in the above entitled case on the 27th day of January, 1937, and that the same was made a part of the records of said Court on the 27th day of January, 1937.