

MORTGAGE

THIS INDENTURE, made the 27th day of February A.D. 1937 between Evan G. Griffith and Kathryn M. Griffith, husband and wife, of the County of Douglas and State of 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 BARTLETT MORTGAGE COMPANY, a corporation under the laws of Missouri, located at St. Joseph, Buchanan County, Missouri, hereinafter called the mortgagee, which expression shall, wherever the context so admits, include its successors and assigns, party of the second part.

WITNESSETH: That said mortgagor in consideration of the sum of (\$3500. ) THIRTY-FIVE HUNDRED - - - Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to said mortgagee the following described real estate in the County of Douglas and State of Kansas, to-wit:

The South Half of the Northeast Quarter of Section Twenty-six (26), in Township Thirteen (13), of Range Nineteen (19) East, except the East five (5) acres of the North Half of the South Half of said Northeast Quarter.

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein together with all rents and profits therefrom and all crops whatsoever produced thereon during the time this mortgage shall remain in force, unto said mortgagee; the intention being to convey an absolute title in fee to said premises.

PROVIDED, HOWEVER, that if said mortgagor shall pay or cause to be paid to said mortgagee its successors or assigns, the principal sum of (\$3500. ) as follows: \$100. on March 1, 1938, \$100. on March 1, 1939, \$100. on March 1, 1940, \$100. on March 1, 1941, \$100. on March 1, 1942, \$100. on March 1, 1943, \$100. on March 1, 1944, \$100. on March 1, 1945, \$100. on March 1, 1946, and Twenty-six Hundred Dollars (\$2600.) on March 1, 1947, with interest thereon at the rate of five per cent per annum, payable on the first day of March and September in each year according to the terms of a certain promissory note, executed and delivered by said mortgagor in consideration of the actual loan of said sum; said note being of even date herewith; payable in lawful money of the United States of America at the office of said mortgagee in St. Joseph, Missouri, 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; and shall perform all and singular the covenants herein contained; then this mortgage shall be void and said mortgagee shall execute and deliver a release hereof which shall be recorded by and at the expense of said mortgagor.

The said mortgagor hereby covenants to be lawfully seized of said premises, to have good right to convey the same and agrees to warrant and defend the same against the lawful claims of all persons whomsoever; and that said premises are free and clear of all encumbrances.

And the said mortgagor hereby covenants and agrees to pay or cause to be paid the principal sum and interest above specified in manner aforesaid, together with all court costs paid by said mortgagee in maintaining the priority of this mortgage.

And further, the said mortgagor does hereby expressly covenant, stipulate and agree as follows: First: Until the debt hereby secured is fully satisfied, 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. 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 said mortgage, or upon any subsequent holder of this mortgage, or upon the rendering by any Court of competent jurisdiction, of a decision holding that any undertaking by said 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 mortgagee on or before August 1 of each year a certificate from proper authority, showing the payment of all such taxes and assessments for the preceding year.

Second: To abstain from commission of waste on said premises and to keep all buildings, fences and other improvements upon said premises in as good repair and condition as they now are and to keep all buildings now and hereafter on said premises insured against fire and tornado for \$500. for the benefit of 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, said mortgagee may collect insurance money or may require mortgagor to make such collection. Said money when collected shall be applied either upon the indebtedness hereby secured or in re-building, as said mortgagee may elect.

Third: That the said mortgagee shall be subrogated for further security to the lien, although release of record, of any and all encumbrances paid out of the loan proceeds secured by this mortgage and that it may make any payments it may consider necessary to remove, satisfy or extinguish any prior or outstanding title, lien or encumbrance, 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 repaid 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.

Fourth: As additional and collateral security for the payment of the debt as hereinbefore described and all sums to become due under this mortgage, said mortgagor hereby assigns to said mortgagee all the rents, profits, revenues, royalties, rights and benefits accruing to said mortgagor under all oil, gas, mineral, agricultural or other leases on said premises, with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and the said mortgagee is further authorized to execute and deliver to the holder of any such lease upon said premises a binding receipt for any payments made under the terms of said lease or leases and to demand, sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

Fifth: If, as aforesaid, default shall be made in the payment of any note or interest at maturity, or any interest thereon when due, or the taxes or assessments, or any part of either, or if waste be committed on or improvements be removed from said real estate without written consent of the mortgagor, or if by reason of operation under any oil, gas, mineral or other lease, the premises are rendered, unfit for agricultural purposes in whole or in part, or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall at the option of said mortgagee become immediately due and payable without notice to any party, and no failure of said mortgagee to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of the right to exercise any option at any other time, as to any past, present or

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