Roceiving No. 4605 .

176

The same

200

18

36

The second second

Corb

DOUGLAS COUNTY Ref. No. 1126 Fee Paid \$2,25^

D

(7)

I

0

1

MORTGAGE

THIS MORTGAGE, Made this 1st day of July A.D. 1937, by and between George D. Breekey, a Single Man, of the County of Douglas and State of Menses, party of the first part, and THE VICTORY LIFE INSUR-ANCE COMPANY, a corporation organized under the laws of Menses, of Topeka, State of Menses, party of the

Alus CourArt, a compared and a second second and a second part, in consideration of the sum of Eight Hundred Second part: WITNESSETH, That the said party of the first part, in consideration of the sum of Eight Hundred Eighty Dollars and mo/100 (\$800.00) DOLLARS, to them in hand paid, the receipt whereof is hereby acknow-ledged, do by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglan its successors and assigns, all of the following described real estate, situated in the County of Douglan

Commencing at the Southwest corner of Let 144 on Kentucky Street; thence running North 40 feet; thence East 95 feet; thence South 40 feet; thence West 95 feet to the place of beginning, in the SCity of Lawrence, in Douglas County, Kansas,

TO HAVE AND TO HOLD the same, with all and singular the hereditements and appurtenances thereunt, belonging or in anywise appertaining, and all rights of homestead exemption, unto the seid party of the second part, and to its successors and assigns, forever. And the said party of the first part does her by covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted. and seiged of a good and indefensible estate of inheritance therein, free and elser of all incumbrances, and that he will warrant and defend the sare in the quiet and peaceable possession of the seid party of the second part, its successors and assigns, forever, against the lawful claims of ell persons whomseve PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions,

to-wit:

FIRST. That the party of the first part is justly indebted to the party of the second part in th sum of Eight Hundred Eighty and no/100 (\$880.00) DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual lean of the said sum, and payable to the order of the said party of the second part with interest there are the said sum, and payable to the order of the said party of the terms of said extense with on at the rate of Six (6%) per cent per annum, payable, according to the terms of said mortgage note. copy of which is attached heroto. both principal and interest and all other indebtedness accruing here under being payable in lawful money of the United States of America, at the office of THE VICTORY LIVE INSURANCE COUPANY, in Topeka, Kansas, and all of saidnotes bearing ton per cent interest after maturity SECOND. That the party of the first part agrees to keep all fences, buildings and inprovements

on the soid premises in as good rapair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to th amount of \$3400.00 in insurence companies acceptable to the party of the second part with policies pay-Eaching of Sacon of insurance companies acceptate to the party of the second part with poincies pays sole to it in case of loss to the amount then secured by this mortgege; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all in-surance promiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said party of the first part for collection. At the election of the seid party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby and on the costs and expenses incurred in collecting said insurance, or

in rebuilding. THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and may pay any unpeld taxes or assessments charged against said property, and may naure said property if default be made in the covenant to insure, and if suit shall be filed forthe forcelosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such forcelosu suit, at the expense of the perty of the fir t party and any sums so paid shall become a lien upon the uch foreclosu above described real estate and be secured by this mortgage and may be recovered with interest at ten per cent in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rentue end profits of the said premises are pledged to the party of the second part as additional and collatoral

sha profits of the said framises are proged to the party of the second part is saditional and collators security for the payment of all the indeptences secured hereby, and the said party of the second part i entitled to the possession of said property, by a receiver or otherwise, as it may elect. FIFTH. That the party of the first part hereby agrees to pay all taxes and essessments, general or special, which may be assessed upon said land, premises or property or upon the interest of the party of the second part therein, and not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, or any interest therein to be sold for taxes.

SIXTH. That the parties hereto further agree that all the covenants and agreements of the party of the first part herein contained shall extend to and bind his heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns

assigns. SEVENTH. That if such paymonts be made as horein specified this convoyance shall be void, but if any note herein described, whether for principal or interest; or any part of the indebtedness secured by this mortgage, or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, or if at any time any law, either federal or state, should be passed im-posing or authorizing the imposition of any specific tax upon mortgages or bords, or upon the principal or interest money secured by bonds or mortgages, or by virtue of which the owner, for the time being, of the land above described, shall be authorized to pay any such tax upon said bond or mortgage, or principal al or interest theredy secured, or on the security, or either of them, and deduct the amount of such tax paid from any money or principal or interest secured by said bond and mortgage, then in any such case the said principal sum and all other sums herein secured interest interest converts, each of the said bering of interest hereon, shall at the oution of the holder of this mortgage be and become immediately due and payable without notice, anythe option of the holder of this mortgage be and become immediately due and payable without notice, any the option of the note of this mortgage of and become immediately due and payeole without notice, any, thing in the note or bond hereby secured or in this mortgage conteined to the contrary notwithstanding; and it shall then be lawful, and the said mortgagor do authorize the said mortgageis on or forcelose this mortgage; and no failure on the part of the second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other the said to prove the part of the second party to exercise any option to declare the when thy do not down in the solution of the solution a warren of range to access the prior we may other time as to pest, present or future default herounder, and in case of default of payment of any sum herein covenanted to be paid when due, the first party agrees to pay to said accord party interest at the rate of ten per each per annum, computed annumily on said principal note, from the date of de-fault to the time when said principal and interest chall be fully paid.

Electric che che when sain principal and interest smill be fully paid. . Electric described, the said party of the first part hereby assigns to the said party of the second part all the profits, rovenues, royalties, rights and benefits according or to accue to him under all cil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage.

IN WITNESS WHEREOF, The said party of the first part has hereunto subscribed his name, on the day year first above mentioned nd

GeorgepBreakey George D. Breakey