

MORTGAGE RECORD 83

on any lien claim, including all expenses and costs, and for the payment of all moneys paid in the premises, with interest thereon from the time of payment at the rate of ten per centum per annum, these presents shall be a security in like manner and with like effect as for the payment of said bond.

If default be made in the payment of said bond, or any part thereof, or any interest thereon, when due, or in the performance of any agreement herein contained, or if any assessment be made as the basis for any tax or public charge in the nature of a tax on mortgages, or on the Mortgagee's interest in said real estate, or on said bond, any of the indebtedness secured by this mortgage shall, at the option of said party of the second part or assigns, by virtue of this mortgage, immediately become due and payable, and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part, its successors and assigns, shall be entitled to a judgment for the sums due upon said bond, and the additional sums paid by virtue of this mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said party....of the first part,....heirs and assigns, and all persons claiming under....., at which sale, appraisement of said property is hereby waived by said party....of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said party....of the first part.

In case taxes upon the property covered by this mortgage are paid by the holder of said mortgage, or of the bond secured thereby, under the right conferred in this mortgage, the receipt of the proper officer for such taxes, shall be, as between said holder and part....of the first part, conclusive evidence of the amount and validity of the taxes.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand the day and year first above written.

Genevieve M. Harriott

STATE OF KANSAS,)
County of Douglas,) ss.

BE IT REMEMBERED, That on this 26th day of August A.D. Nineteen Hundred and thirty seven, before me, the undersigned, a Notary Public in and for said County and State, came Genevieve M. Harriott who is personally known to me to be the identical person described in, and who executed the foregoing mortgage deed and duly acknowledged the execution of the same to be her voluntary act and deed. And the said Genevieve M. Harriott further declared to be single and unmarried.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

La Veta Madden
Notary Public.
Douglas County, Kansas.

(S.E.A.) My Term Expires October 2, 1937

Recorded August 28, 1937 at 11:50 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 4810

MORTGAGE

Reg. No. 1193
Fee Paid \$15.25

THIS INDENTURE Made this 12th day of August, 1937 by and between HARRY E. UNGER and EULA L. UNGER, his wife, of the County of Douglas and State of Kansas, hereinafter referred to as a party of the first part, and THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Connecticut, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of SIXTY FIVE HUNDRED AND NO/100 - - DOLLARS, to him in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, all of the following described real estate, situate in the County of Douglas and State of Kansas, to wit:

The Northwest Quarter of Section Fourteen (14), and the Southwest Quarter of Section Eleven (11), (less the two following described tracts aggregating about 31 acres; Commencing at the Southeast corner of said Southwest Quarter, thence North 69 1/2 rods to the center of Wakarusa Creek, thence down the channel of said Creek to the point of beginning; also commencing at the Northeast corner of said Southwest Quarter, thence West 12.17 chains, thence South to center of channel of Wakarusa Creek, thence by the channel of said Creek to the East line of said quarter section, thence North to place of beginning; all being in Township Thirteen (13) South, Range Eighteen (18), East of the Sixth Principal Meridian.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption and every contingent right or estate therein, unto the said party of the second part, its successors and assigns, forever; the intention being to convey an absolute title in fee to said premises. And the said party of the first part does hereby covenant and agree that at the delivery hereof, he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, that if the said party of the first part shall pay or cause to be paid to the said party of the second part, its successors or assigns, the principal sum of SIXTY FIVE HUNDRED AND NO/100 - - DOLLARS, with interest thereon in accordance with the terms of a certain promissory note bearing even date herewith, executed by the said party of the first part and payable to the order of said The Travelers Insurance Company at its office in Hartford, Connecticut, and shall perform all and singular the covenants herein contained, then this mortgage to be void; otherwise to remain in full force and effect.

AND the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs, expenses, and charges, other than attorney's fees, incurred and paid by the said party of the second part, its successors or assigns, in collecting the amount due hereunder, or in maintaining the priority of this mortgage; and the said party of the second part, or its 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 said party of the first part does further covenant and agree until the debt hereby secured is fully satisfied to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, or on the lien created by this instrument, before any penalty for non-payment attaches hereto; to abstain from the commission of waste on said premises; to keep the buildings thereon in good repair and insured to the amount of \$2,000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof,