

DOUGLAS COUNTY

FOURTH. That said first party shall keep all fences, buildings and other improvements on said premises in as good condition and repair as they now are, and shall not suffer waste nor permit the value of said premises to depreciate by neglect or want of care; and should said first party neglect so to do, said second party or assigns shall be entitled to immediate possession of said premises.

FIFTH. In case of default of payment of any sum herein covenanted to be paid for the period of ten days after the same becomes due, the said first parties agree to pay to the said second party, or its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note from the date of default, to the time when said principal and interest shall be fully paid; and in case of default of any of the covenants herein contained, the rents and the profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder shall be entitled to the possession of said property by a receiver or otherwise as it may elect. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be released at the expense of said party of the second part; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against insurances, or any other covenant herein contained, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, or assign, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisal.

IN WITNESS WHEREOF, The said parties of the first part have herunto subscribed their names and affixed their seals, on the day and year above mentioned.

F.C. Whipple
Elsie H. Whipple

STATE OF KANSAS)
County of DOUGLAS) ss.

BE IT REMEMBERED, That on this 19th day of November A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came F.C. Whipple and Elsie H. Whipple, his wife, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Jane Shoots
Notary Public.

(SEAL) Term Expires Sept. 10, 1939)

Recorded November 19, 1937 at 2:00 P.M.

Norold P. Beck Register of Deeds.

M O R T G A G E

THIS INDENTURE Made this 11th day of October, 1937 by and between JAMES H. JONES and NELLIE M. JONES, his wife, of the County of Douglas and State of Kansas, hereinafter referred to as 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 THIRTY 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 North Half of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section Ten (10), Township Fifteen (15), Range Eighteen (18), East of the Sixth Principal Meridian, except 1 acre for church in Northwest Corner.

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, his 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 herein, 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, his 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 THIRTY 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 obtain from the commission of Leste 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, and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent. per annum, shall be collectible with, as part of, and in the same manner as, the principal sum thereby secured.