

DOUGLAS COUNTY

arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said first parties or their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Mrs. Ethel H. Reddell
M. R. Reddell

STATE OF KANSAS }
Franklin County } SS.

BE IT REMEMBERED, That on this 21st day of December A.D. 1937 before me, a notary public in and for said County and State, came Ethel Reddell and M.R. Reddell, wife and husband to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

H. E. DeFar
Notary Public.

(SEAL) Commission expires Feb. 12, 1941

Recorded December 23, 1937 at 1:00 P.M.

Harold A. Self Register of Deeds.

Reg. No. 1323

Fee Paid \$5.00 Receiving No., 5369

MORTGAGE

THIS INDENTURE, Made this 30th day of November A.D. 1937, by and between Lawrence Glook and Ethel M. Glook, his wife of the County of Douglas and State of Kansas, party of the first part, and THE PIONEER MORTGAGE COMPANY, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, 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 Douglas and State of Kansas, to-wit:

The East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Three (3), Township Fourteen (14), Range Eighteen (18) East

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, unto the said party of the second part, and to its successors and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they 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, 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 the sum of ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 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 loan of the said sum, and payable to the order of the said party of the second part with interest thereon at the rate of five and one half per cent per annum, payable on the first day of June and December in each year, according to the terms of interest notes thereto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of THE PIONEER MORTGAGE COMPANY, in Topeka, Kansas, and all of said notes bearing ten per cent interest after maturity.

SECOND. That the party of the first part agrees to keep all fences, buildings and improvements on the said premises in as good repair 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 unencumbered with the amount of \$800.00 in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums 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 said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in re-building.

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 unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the party of the first part; and any sums so paid shall become a lien upon the 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 parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is 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 assessments, 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 thereon 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 their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

SEVENTH. That if such payments be made as herein specified this conveyance 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 in-

This Release was written on the original Mortgage and is hereby acknowledged by the parties to the Mortgage on this day of January 1938. The Release is given in full satisfaction of the Mortgage and the parties to the Mortgage agree to the same. (Copy to be kept by the Mortgagee)