## MORTGAGE RECORD 83

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Extension Coupon 175.00 175.00 Lawrence, Kan., Nov. 20, 1937 Cn the 1st day of November, 1938, we promise to pay to the order of E.T. Excry One Hundred seventy-five & no/100 Dollars, at First National Bunk, Lawrence, Kansas for interest due on a pricipal pum of \$3500. This coupon bears interest at the rate of ten per cent per annum after due. Otto L. Johanning Ottilie L. Johanning lo. 1 STATE OF KAUSAS Douglas COULTY, ss. BE IT RELTAURENED, That on this 24 day of January A.D. 1936, before no the undersigned, a Notar Fublic in and for the County and State aforesaid, came Otto L. Johanning Ottilic L. Johanning to me per sonally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same IN WITNESS WHEREOF, I have herounto set my hand and affixed my official seal, the day and year last above written. C. B. Hosford (SEAL) (Commission expires June 26 1939) Notary Public. Marila A. NZ. & Rogister of Deeds. Recorded January 25, 1938 at 11:00 A.V. Receiving No. 5510 4 MORTGAGE TWIS MORTGAGE, Made this 29th day of January A.D. 1938, by and between John Fritzel of the County of Douglas and State of Kanass, party of the first part, and THE VIGORY LIFE INSURANCE OMPANY, a corporation organized under the laws of Kanass, of Topeks, State of Kanass, party of the second part: WITESSETH, That the said party of the first part, in consideration of the sum of THRTY-TAD-Hundred and No/100 - - DOLLARS, to then in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANY, BARAIN, SELL and CONFEY 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 Kongas. of Kansas, to-wit: West ten (10) feet of Park Lot One (1) and all of Park Lot Three (3), City of Lawrence in Douglas County, Kansas. TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereint belonging or in anywhile apportaining, and all rights of horesteed exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said party of the first part des horeby covenant and agree that at the delivery hereof they are the lawful emers of the premises above granted and selzed 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: to-wit: FIRST. That the party of the first part is justly indebted to the party of the second mart in the sum of THIRTY-TWO Hundred 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 aginal loan of the said sum, and payable to the order of the said party of the second part with interest filter the rate of five & one-half per cent per annum, payable on the first day of February and August in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtdeess according to the Jinter Content of the States of America, at the office of THE VICTORY LIFE INSURANCE COMPANY, in Topeka, Kansas, and all of said notes bearing ten per cont 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 new or may hereafter be upon the promises unceasingly insured to to keep all the buildings which are now or may horeafter be upon the promises unceasingly insured to the amount of \$ in insurence companies acceptable to the party of the second part with holicies payable to it in case of less to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgages clauses, all the policies of insurence on said buildings and to pay all insurance premiums when due. In case of less it is agreed that the party of the second part with ray collece 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 and on the costs and expenses incurred in collecting said insurance, or in rabuilding. may collec in rebuilding. THIRD .. That the party of the second part may make any payments necessary to remove or extinguis THIRD.. That the party of the second part may make any payments necessary to remove or extinguis any prior or outstanding titls, lien or incumbrance on the remises hereby econveyed and may pay any un-paid taxes or assessments charged sgainst said property, and may insure said property if default be made in the ecvenant to insure, and if suit shall be filed for the foreelesure of this mortgage, may a have the abstract of title extended from the date of record of this mortgage to the date of folling sous foreclosure suit, at the exempse of the party of the first part; and any sums so paid shall become in lien upon the above described real estate and be secured by this mortgage. In case of foreclosure is interest at ten per cent in any suit for the foreelesure of this mortgage. In case of foreclosure is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold to the the per center.

is agreed that the judgeent 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 and collateral accurity for the payment of all the indebtedness secure hereby, and the said perty 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 may all taxes and assessments, general or special, which may be assessed upen said land, promises or property or upen the interest of the part of the second part therein, and not to suffer or parait all or any part of the taxes or assessments to hence or remain delivered.

of the second part energin, and not to safet a point at a sing provide the second part of the first part herein contained shall extend to and bind their heirs, executors, administra y of the first part herein contained shall extend to and bind their heirs, executors, administrator essors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.