

It shall be lawful for the party of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, 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 Parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have herunto set their hands and seal the day and year last above written.

Edward E. Garrett
Nancy A. Garrett

STATE OF KANSAS,)
Douglas County,) SS.

Be it Remembered, That on this 26 day of July 1938 before me, C.E. Hosford a Notary Public in and for said County and State, came Edward E. Garrett and Nancy A. Garrett, his wife to me personally known to be the same person who executed the within instrument of writing, 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.

C. B. Hosford
Notary Public

(SEAL) My Commission expires June 26, 1939

Recorded July 27, 1938 at 11:50 A.M.

Harold A. Beck Register of Deeds.

M O R T G A G E

THIS INDENTURE, Made this 3rd day of June in the year of our Lord one thousand nine hundred thirty-eight by and between Elmer E. Scott and Pearl G. Scott (husband and wife) of the County of Shawnee and State of Kansas, parties of the first part, and THE FIDELITY SAVINGS STATE BANK, of Topeka, Shawnee County, Kansas party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Forty Six Hundred Fifty and No/100 - - DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Convey and Confirm, unto the said party of the second part, and to its successors and assigns, forever, all of the following-described tracts pieces or parcels of land, lying and situate in the County of Douglas and State of Kansas, to wit:

The East Half of the Southwest Quarter (E¹/₂SW¹/₄) and the South Half of the Southeast Quarter (S¹/₂SE¹/₄) of Section Two (2) in Township Thirteen (13) South, Range Eighteen (18) East of the Sixth Principal Meridian, containing One Hundred Sixty (160) Acres, more or less, according to the Government Survey thereof.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto 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 parties of the first part do 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 said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions to wit:

First Said Elmer E. Scott and Pearl G. Scott are justly indebted unto the said party of the second part in the principal sum of Forty Six Hundred Fifty and No/100 Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Elmer E. Scott and Pearl G. Scott and payable according to the tenor and effect of one certain First Mortgage Real Estate Note numbered One, executed and delivered by the said Elmer E. Scott and Pearl G. Scott bearing date of June 3rd, 1938 and payable to the order of the said The Fidelity Savings State Bank August 1st, 1943 after date, at The Fidelity Savings State Bank, Topeka, Kansas with interest thereon from August 1st 1938 until maturity at the rate of five per cent. per annum, payable semi-annually, on the 1st days of August in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by five coupons attached to the said principal note and of even date therewith, and payable to the order of Bearer at The Fidelity Savings State Bank. Topeka, Kansas.

Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent. per annum. But whether or not the party of the second part elect to pay such taxes, assessments, and insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents issues and profits thereof.

Third. Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Twenty Five Hundred and No/100 Dollars; loss, if any, payable to the mortgagee or its assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the afore-