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HORTGAGE

THIS MORTGAGE, made the 20th day of February, A.D. 1939, Between August Hildenbrand and Alice Hildenbrand, his wife of the 'ounty of Douglas, and State of Ferniss, parties of the first part, and The Shidels Hort-eage and Investment Company, a corporation, of Topoka, Kansas, party of the second part. HITHESETH: That whereas the said parties of the first part are justly indebted to the said The Shidels Hort-eage and Investment Company, a corporation, of Topoka, Kansas, party of the second part. HITHESETH: That whereas the said parties of the first part are justly indebted to the said The Shidel for Mortgage and Investment Company of Topoka, Kansas, for anoup borrowed in the cum of HIGHTENI HENDEDD (\$1600,00] - DULLAIS, to secure the payment of which they have exceuted a promissory note, of even date herewith, payable on the 20th day of February, A.D. 1944, being principal note, which note bears interest from February 20, 1939 at the rate of Six (6) per cent. per annum, payable scale-annually. Both principal and interest bear interest after material to the order of said The Shidels' Port-age and Investment Company at Topoka, Krasas, in legal tuder of the United States of America. NOT, THEREFORE, THIS INDENTRE WITHESETH: That the said parties of the first part, in consider-ation of the promises, and for the purpose of securing the payment of the noney aforesaid and interest thoreon according to the toror and effect of the said promissory note above mentioned, and and be to secure the faithil performance of all the covenues, consilients, securitants and agreements herein contained do by these presents, mort age and warrant unto said (artw of the second part, its successors and assigns,

do by those presents, mortgage and warrant unto said (arty of the second part, its successors and assigns, forever, all the following described lands and premises, situated and being in the Courty of Dougles and State of Kansas, to wit:

The Southwest Quarter of Section Twenty-three (23), Tewnship Twelve (12), Range Seventren (17), Douglas County, Kansas, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise apportaining.

AND the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein sold land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable, and that they will keep the buildings upon the above Assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the suid party of the second part, in some solvent incorporated insurance company or companies approved by the suid party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part horein, or essigns, so long as the dobt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, an colliver the said policy or policies to the party of the second part, or assigns, as collatoral security for the dobt hereby secured. The said parties of the first part further agree to keep the buildings and other improvements on the said premises in as goed condition and repair as they are at this date, and thall not perait nor suffor any waste in and to the property, or any part thereof, and any violation of this covenant.chall, at the option of the party of the second part render the whole of said principal sum and interest due and ravable incodiately. sum and interest due and payable immediately. And it is further provided and agreed by and between said parties herets that if default shall be

And to is further provide an agreed by an extern such parties merets due to deduct shart be rade in any payment of said note or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall became delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the lean secured by this mortgage or the holder thereof, or insurance premiuma as heretofore montioned, or to deliver policies of insuran This hards required, then in such case, the whole of said principal and interest threen shalls all interest of a said of the s thereof at any subsequent default or defaults of said first parties in payment as aforesid; and it chains not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly unived by said parties of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments and incurance previous onto failure of the parties of the first part to p the same as above montioned, and the money so paid, with interest thereon at the rate of ten (10) per ent. per annum from date of payment shall be a part of the debt secured and collectible under this mor gage, and the said party of the second part, or assigns, shall, at its or their option, be entitled to Cont. For annum from the of person second part, or assigns, shall, at its or their option, be entitled to be subrogated to any lion, 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 party of the second part, or assigns,may pay and discharge any lions that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall became a part of the lien of this mort age and bear interest at the rate of ten (10) per cent. per annum. As additional and collational security for the payment of said note the parties of the first part the sector to said merty of the second part, or assigns, all the rights and benefits accruing to the

As additional and collectral security for the payment of sala note the parties of the first part hereby assign to said party of the second part, or assigns, all the rights and benefits accruing to the parties of the first part under all oil, gas or mineral loases on said presises, this assignment to ter-minute and become void upon release of this mortgage. Fravided, however, that the said party of the se-cend part, or assigns, shall be chargeable with no responsibility with reference to such rights and ben-fits nor be accountable therefore except as to sums actually collected by it or then, and that the lossers in any such leases shall account for such rights or benefits to the parties of the first part, or assigns, until matified by hereford herefore therefore and the new raw the such tay helder.

In any such loaded shall account for such rights or behalls to the parties of the lifts part, or assign until notified by logal holder hereof to account for and to pay over the same to such logal holder. In case of forcelosure, said party of the second part, or assigns, shall be entitled to have a re-celver appointed by the court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct, and any judgment for the forcelosure of this martiage shall provide that all of the land herein described shall be sold together and not in soparate parcels.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first party otherwise to remain in full force and virtue. IN WITHESS WHELEOF, the said parties of the first part have hereto set their hands and seal on

the day and year first above written.

August Hildenbrand Alice Hildenbrand

State of Kansas, ŝ SS.: County of Shavmee

Be it remembered, that on this 20th day of February A.D. 1939, before me, the undersigned, a Jotary Fublic in and for the County and State aforecaid, came August Hildenbrand and Alice Hildenbrand, his wife who are personally known to me to be the same persons who executed the foregoing mortgage, and such person duly acknowledged the execution of the same.

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