

MORTGAGE RECORD 85

or agreement herein contained, or if at any time any law, either Federal or state, should be passed imposing or authorizing the imposition of any specific tax upon mortgages or bonds, or upon the principal or interest money secured by bonds or mortgages, or by virtue of which the owner, for the time being, of the land above described, shall be authorized to pay any such tax upon said bond or mortgage, or principal or interest thereby secured, or on the security, or either of them, and deduct the amount of such tax paid from any money or principal or interest secured by said bond and mortgage, then in any such case the said principal sum and all other sums herein secured, with all arrearages of interest thereon, shall at the option of the holder of this mortgage be and become immediately due and payable without notice, anything in the note or bond hereby secured or in this mortgage contained to the contrary notwithstanding; and it shall then be lawful, and the said mortgagor do authorize the said mortgagee to at once foreclose this mortgage; and no failure on the part of the second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present or future default hereunder, and in case of default of payment of any sum herein covenanted to be paid when due, the first party agrees to pay to said second party 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.

EIGHTH. As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said party of the first part hereby assigns to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to her under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage.

IN WITNESS WHEREOF, The said party of the first part has hereunto subscribed her name, on the day and year first above mentioned.

Mary E. Baty

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 29th day of August A.D. 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mary E. Baty 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

Arthur S. Peck

Notary Public

(SEAL) (Commission expires October 3rd, 1940)

Recorded August 29, 1939 at 2:15 P.M.

Register of Deeds

Receiving No. 5524 <

Reg. No. 2012 <
Fee Paid \$8.50

MORTGAGE

THIS INSTRUMENT, Made this 28th day of August, 1939, by and between John W. Brand and Catherine S. Brand, his wife, of Lawrence, Kansas, Mortgagor, and The Security Benefit Association, a corporation organized and existing under the laws of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Two Thousand Two Hundred and No/100 Dollars (\$2,200.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Beginning at a point Seven Hundred Ninety-six and three tenths (796.3) feet North and Twenty-nine and eight tenths (29.8) feet East of the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$), Section Six (6), Township Thirteen (13), Range Twenty (20); thence North Seventy-two (72) feet; thence East Three Hundred (300) feet; thence South Seventy-two (72) feet; thence West Three Hundred (300) feet to the place of beginning.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, aereons, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Two Thousand Two Hundred and No/100 Dollars (\$2,200.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of Four & One-half per centum (4 $\frac{1}{2}$) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Security Benefit Association in Topeka, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty-two & 61/100 Dollars (\$22.61), commencing on the first day of October, 1939, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1942.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, or the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted