

MORTGAGE RECORD 85

Reg. No. 2163
 Rec. Paid 112.00

Receiving No. 3376

MORTGAGE

THIS INSTRUMENT made this 24th day of January in the year of our Lord nineteen hundred and forty by and between S. J. Powell and Geraldine S. Powell, husband and wife, of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL TRUST COMPANY, party of the second part:

WITNESSETH, that the said parties of the first part, in consideration of the sum of FIVE THOUSAND 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 Southeast quarter of Section Fifteen (15), except the following: Beginning at the Northeast corner of said Southeast quarter of Section 15, thence west 32 rods; thence south to the center of Wakarusa River; thence down the center of said River to the East line of said quarter section; thence North on said East line to the place of beginning, 10 acres, more or less. Also, less the following tract: Beginning at the Northwest corner of the Southeast quarter of Section 15; thence South 51.100 chains to center of Wakarusa Creek; thence along center of Wakarusa Creek to a point 32.60 chains East and 7.00 chains South of the Northwest corner of said Southeast quarter of Section 15; thence North 7.00 chains; West 32.60 chains to the beginning, 21.63 acres, more or less; all in Township Thirteen (13), Range Nineteen (19), and containing 152.63 acres, more or less.

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 parties of the first part do hereby covenant and agree that at the delivery hereof, that 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 these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST, that the parties of the first part are justly indebted to the party of the second part in the sum of FIVE THOUSAND DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows:

February 1, 1941	100.00
February 1, 1942	100.00
February 1, 1943	100.00
February 1, 1944	100.00
February 1, 1945	100.00

to the order of the said party of the second part with interest thereon according to the terms of said note; both principal and interest and all other indebtedness according hereunder being payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at GUARANTY TRUST COMPANY, New York, N.Y., or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten per cent interest after maturity.

SECOND, That the parties of the first part agree 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 unconditionally insured to the amount of Nine DOLLARS, 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 parties 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 rebuilding.

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 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 and 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 receiver or otherwise, as it may elect.

FIFTH, That the parties of the first part hereby agree to pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part therein, and while this mortgage is held by a non-resident of the State of Kansas upon this mortgage or the debt secured thereby, or the interest thereon or income therefrom, without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the parties of the first part as herein provided, to pay any taxes or assessments is legally imperative, then, in any such event, the debt hereby secured, without deduction, shall, at the option of the party of the second part, become immediately due and collectible, notwithstanding anything in this mortgage or any law hereafter enacted. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agree to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the proper authority, showing full payment of all such taxes and assessments.

SIXTH, That the parties hereto further agree that all the covenants and agreements of the parties 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, As additional and collateral security for the payment of the said note the mortgagors hereby assign to said mortgage, its successors and assigns, all the rights, rents, royalties and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that said party of the second part, its successors and assigns, shall be chargeable with no responsibility with reference to such rights, rents, royalties and benefits nor be accountable therefor except as to sums

Please Amount Secured by this Mortgage has been paid in full, and the same is hereby canceled, this 13th day of February 1941.
The Central Trust Company
by Vice-President
(Exp. Seal)

This mortgage
 on the original
 Mortgage
 this of
 entered
 in
 of
 19
 at
 of
 1941