

## MORTGAGE RECORD 85

NOW, If said party of the first part shall pay or cause to be paid to said party of the second party her successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums and interest thereon shall, by these presents, become due and payable, and the party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand, the day and year first above written.

Clarence Maichel  
Mary Maichel

STATE OF KANSAS, Shawnee County, ss.

BE IT REMEMBERED, That on this 10 day of August A.D. 1940 before me, the undersigned, a notary public in and for the County and State aforesaid, came Clarence Maichel and Mary Maichel (his wife) who is personally known to me to be the same person who executed the within instrument of writing, and such person has duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(SEAL) Term expires Feb. 23- 1941

Roland McDowell  
Notary Public.

Recorded August 12, 1940 at 4:30 P.M.

*Handwritten Signature* Register of Deeds

Receiving No. 10610 <

## MORTGAGE

Reg. No. 2383 <

Fee Paid \$2.50

THIS INDENTURE, Made this 12th day of August A.D. 1940 between H. L. Fitzpatrick and Laura J. Fitzpatrick his wife of the County of Douglas and State of Kansas, parties of the first part, and The Richland State Bank, Richland, Kansas, a corporation, of the County of Shawnee and State of Kansas party of the second part. WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand & No/100 Dollars, the receipt whereof is hereby acknowledged, does by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all the following-described Real Estate, situated in the County of Douglas and State of Kansas, to wit:

All that part of the East one-half (E $\frac{1}{2}$ ) of the Southwest one-fourth (SW $\frac{1}{4}$ ) of Section thirty one (31) Township thirteen (13) Range Eighteen (18) lying North and West of the Lawrence and Emporia State Road in Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the emblements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever. And the said parties of the first part do hereby covenant and agree, that at the delivery hereof they are lawfully seized in their own right of an estate in fee simple of and in all and singular the above-described premises, with the appurtenances; that they have a good right to sell and convey the same; that said premises are free and clear of all incumbrances whatsoever, and that they will forever WARRANT and DEFEND the title to said premises unto the said party of the second part, its successors and assigns, against the claims and demands of all persons whomsoever.

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

SAID parties of the first part, to secure the repayment of the principal and interest of a loan of the principal sum of One Thousand & No/100 Dollars, made to them by said party of the second part, have executed and delivered to said party of the second part one certain First Mortgage Real Estate note, numbered dated the 12th day of August 1940 payable to the order of said party of the second party \$250.00 payable August 12th, 1941 and \$250.00 August 12th each year until paid in full. years after date, with interest thereon from date until due, at the rate of six per cent. per annum, payable semi-annually, according to the tenor of note thereto attached, and bearing even date therewith; both principal and interest payable at The office of The Richland State Bank, Richland, Kansas or its assigns, and to immediately become due at the option of the legal holder thereof, without notice, upon default in the payment of any interest coupon or any part thereof, or failure to comply with any of the conditions or agreements contained in this mortgage.

SAID parties of the first part agrees to pay all taxes and assessments levied upon or assessed against said premises or any part thereof when the same are due and payable, and all taxes and assessments which may be levied upon the holder of this mortgage for or on account of the same.

SAID parties of the first part agrees to keep the buildings erected and to be erected on said premises or any part thereof insured in some insurance company that is satisfactory to the holder of said Bond, in the sum of at least two-thirds of the value thereof, and cause the policies for such insurance to be assigned and delivered to the holder of said Bond, to be held as collateral security thereto.

SAID parties of the first part agrees to keep all buildings, fences and other improvements on said premises in as good repair and condition as they now are, and to abstain from the commission of waste on said premises or any part thereof.

NOW, If said parties of the first part shall pay said sums of money in said Bond and interest coupon mentioned, and every part thereof, at maturity, according to the terms of said Bond and interest coupons and to the person lawfully entitled to receive the same, and shall fully perform and comply with each and every of the conditions and agreements herein contained, then this conveyance shall be void; but in case of default in the payment of said sums of money, or either of them, or any part thereof, at maturity, or failure to perform or comply with any or either of the conditions or agreements herein contained, then this conveyance shall be and remain in full force and effect, and become absolute, and the whole or the debt hereby secured shall immediately become due and payable, at the option of the legal holder of said Bond, without notice, and this mortgage may be immediately foreclosed, and said premises sold for the payment of the full amount of said indebtedness, principal and interest, and costs.

IT IS AGREED, That in case said parties of the first part fail to pay said taxes and assessments when due, or fail to keep said buildings insured as herein agreed, the holder of said Bond may elect to pay such taxes and assessments and insure said buildings; and the sums paid therefor shall bear interest at the rate of ten per cent. per annum from the time of payment, and be a lien on said premises secured by this mortgage, and collected in the same manner as said principal sum; but notwithstanding such election said Bond shall immediately become due and payable, at the option of the legal holder thereof, without notice, as provided in said Bond.

IT IS AGREED, That the holder of said Bond shall have the right to collect any and all sums of money

*Handwritten notes in right margin:*  
Copy of this instrument is on file in the office of the Register of Deeds, Shawnee County, Kansas.  
The parties of the first part have acknowledged the execution of this instrument before me, a Notary Public, in and for the County of Shawnee and State of Kansas, on the 10th day of August, 1940.  
Attest: My commission expires Feb. 23, 1941.  
Roland McDowell, Notary Public.  
H. L. Fitzpatrick, Laura J. Fitzpatrick, Clarence Maichel, Mary Maichel, The Richland State Bank, Richland, Kansas.