

## MORTGAGE RECORD 85

Receiving No. 10916 &lt;

## MORTGAGE

Reg. No. 2447 <  
Fee Paid \$1.50

THIS INDENTURE, Made this 1st day of October in the year of our Lord one thousand nine hundred forty by and between Harry G. McStay (a single man), of the County of Jackson and State of Kansas, party of the first part, and THE FIDELITY SAVINGS STATE BANK, of Topeka, Shawnee County, Kansas party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Six Hundred and No/100 DOLLARS, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has Granted, Bargained and Sold, and by these presents does 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 City of Lawrence, County of Douglas and State of Kansas, to wit:

All of Lots Numbered Thirty Nine (39) and Forty (40) in Solomon's Subdivision of Block Numbered Nine (9) in Babcock's Addition to the City of Lawrence

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 party of the first part does hereby covenant and agree, that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he 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 Harry G. McStay is justly indebted unto the said party of the second part in the principal sum of Six Hundred 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 Harry G. McStay and payable according to the tenor and effect of one certain First Mortgage Real Estate Note numbered One, executed and delivered by the said Harry G. McStay bearing date of October 1st, 1940 and payable to the order of the said The Fidelity Savings State Bank five years after date, at The Fidelity Savings State Bank, Topeka, Kansas with interest thereon from date until maturity at the rate of six per cent. per annum, payable semi-annually, on the 1st days of April and October in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by ten 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 party of the first part hereby agrees 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 the legal holder or holders of this mortgage elect to pay such taxes, assessments, or 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 party of the first part hereby agrees 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 party of the first part agrees 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 Two Thousand and No/100 Dollars; less, 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 aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said party of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said party of the first part hereby agrees that if the maker of said note shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

And the said party of the first part, for said consideration, does hereby expressly waive an appraisal of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas.

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

Harry G. McStay

State of Kansas, SHAWNEE County, ss.

BE IT REMEMBERED, That on this 2nd, day of October A.D. Nineteen Hundred Forty before me, the undersigned, a Notary Public in and for said County and State, came Harry G. McStay (a single man) who is personally known to me to be the identical person described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

Chas Griffin Jr

(SEAL) My Commission Expires December 6th, 1940 Notary Public in and for Shawnee County, Kansas.

Recorded October 3, 1940 at 1:40 P.M.

*Harold A. Beck*

Register of Deeds