

DOUGLAS COUNTY

void upon release of this mortgage. Provided, however, that said mortgagee, its successors and assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights or benefits to mortgagee or assigns until notified by legal holder of the note or notes hereby secured to account for and to pay over the same to such legal holder.

PROVIDED, ALWAYS, And these presents are upon the following agreements, covenants, and conditions, to-wit: FIRST. That the mortgagor is justly indebted to the mortgagee in the sum of FIVE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS, according to the terms of one certain mortgage note dated 29th day of November 1941, payable \$100.00 February 1st, 1942; \$100.00 August 1st, 1942 and \$100.00 on February 1st and August 1st semi-annually thereafter up to and including February 1st, 1951 and the balance of \$3,900.00 August 1st, 1951, with interest from July 1st, 1941, at 5%, payable semi-annually on February 1st and August 1st, executed by mortgagor in consideration of the actual loan of said sum, and payable to the order of the mortgagee, with interest thereon payable as stipulated in said note, both principal and interest and all other indebtedness accruing under said note being payable in lawful money of the United States of America at the principal office of the KANSAS CITY LIFE INSURANCE COMPANY, in Kansas City, Missouri, and said note providing that if default be made in the payment of any interest due, the principal and accrued interest unpaid may be declared due, and the legal holder at once proceed to collect the same, and the principal and interest not paid when due shall bear interest thereafter at the rate of ten per cent per annum.

SECOND. That the mortgagor agrees 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 unceasingly insured against loss by FIRE in the amount of \$2,000.00, and against loss by TORNADO in the amount of \$2,000.00, in insurance companies acceptable to the mortgagee, with policies payable to it in case of loss; to assign and deliver to mortgagee, with satisfactory mortgagee 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 mortgagee may collect the insurance moneys or may deliver the policies to the mortgagor for collection. At the election of said mortgagee, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the mortgagee 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 mortgagee as additional and collateral security for the payment of all the indebtedness secured hereby, and the said mortgagee is entitled to the possession of said property, by a receiver or otherwise, as mortgagee may elect.

FIFTH. That the mortgagor hereby agrees to pay all taxes and assessments, general or special, which may be assessed in the State of Kansas upon the said premises or upon the interest of the mortgagee therein, and if any time any law, either state or federal, should be passed making any change in the tax laws now existing by which any additional or increased tax is sought to be imposed directly or indirectly upon the holder of this mortgage, the debt hereby secured, shall, at the option of the mortgagee, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted. The mortgagor further agrees not to permit any 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.

SIXTH. It is further agreed that all the covenants and agreements of the mortgagor herein contained shall extend to bind the mortgagor's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns.

SEVENTH. That if such payments be made as are herein specified, this conveyance shall be void; but if the note herein described, or any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall become immediately due and payable at the option of the mortgagee; and no failure of the mortgagee 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 any past, present or future default hereunder; and in case of default of payment of any sums herein covenanted to be paid, the said mortgagor agrees to pay to the said mortgagee interest at the rate of ten per cent per annum, computed annually on said sums, from the date of default to the time when said sums shall be fully paid.

EIGHT. This mortgage and the note secured thereby are to be governed by and construed under the laws of the State of Kansas.

IN WITNESS WHEREOF, The said mortgagor has hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

C. H. Lemon
Carrie M. Lemon

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 8th day of December, A.D. 1941 before me, the undersigned Register of Deeds in and for the County and State aforesaid, came C. H. LEMON and CARRIE M. LEMON his wife, to me personally known to be the same persons 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.

Harold A. Beck
Register of Deeds

Recorded December 8, 1941 at 11:20 A.M.

Harold A. Beck
Register of Deeds

Harold A. Beck
Register of Deeds

Receiving No. 13003

MORTGAGE

THIS INDENTURE, Made this 1st day of December in the year of our Lord one thousand nine hundred and Forty-one between Murlin L. Cook and Orpha P. Cook his wife, of Baldwin, in the County of Douglas and State of Kansas of the first part, and W. D. and T. H. Fleming party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Eighteen Hundred - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do GRANT, BARGAIN, SELL and MORTGAGE to the said parties of the second part, their heirs and assigns, forever, all that tract or parcel of land, situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

The Northwest Quarter (1/4) of Section Two (2), Township Fifteen (15), South of Range Twenty (20), East of the Sixth Principal Meridian, less 1.71 acres taken for highway purposes,

Reg. No. 2663
Fee Paid
\$4.50

The Kansas City Life Insurance Company, a corporation, organized and existing under the laws of Missouri, now being the legal owner and holder, hereby acknowledges full payment of the note secured by C. H. Lemon and Carrie M. Lemon, his wife, of the County of Douglas, State of Kansas, and mentioned in the within mortgage, and sets its Company hereby Cancels and releases said mortgage and authorizes the Register of Deeds to enter this release upon the Margin of its record. Dated and signed at Kansas City, Missouri, this 12th day of April, A.D. 1941. Kansas City Life Insurance Company, by Walter H. Beck, Vice President & Secretary (Copy filed)