

MORTGAGE RECORD 88

Receiving No 3939

Reg. No. 2994
Fees Paid \$1.25MORTGAGE

This Indenture, Made this 1st day of May in the year of our Lord one thousand nine hundred forty-two by and between R. O. Burgert and Estella Burgert (husband and wife), of the County of Douglas and State of Kansas parties of the first part, and THE FIDELITY SAVINGS STATE BANK, of Topeka, Shawnee County, Kansas party of the second part,

WITNESSETH, that the parties of the first part, for and in consideration of the sum of Five Hundred and No/100 DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof, is hereby acknowledged, have Granted, Bargained and Sold, and by these presents do 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.

It is agreed that the mortgagors may pay One Hundred Dollars or any multiple thereof on the principal of this loan at any interest paying period.

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 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 this instrument is made, executed and delivered upon the following condition, to wit:

First. Said R. O. Burgert and Estella Burger are justly indebted unto the said party of the second part in the principal sum of Five 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 R. O. Burgert and Estella Burger and payable according to the tenor and effect of one certain First Mortgage Real Estate Note numbered One, executed and delivered by the said R. O. Burgert and Estella Burgert bearing date, of May 1st, 1942, and payable to the order of the said The Fidelity Savings State Bank, Topeka, Kansas three years after date, at the Fidelity Savings State Bank, Topeka, Kansas, with interest thereon from date until maturity at the rate of five per cent, per annum, payable semi-annually, on the 1st days of May and November in each year, and ten per cent, per annum after maturity the installments of interest being further evidenced by six 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 parties of the first part hereby agree 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 my 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 parties of the first part hereby agree 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 parties of the first part hereby agree 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 One Thousand and No/100 Dollars; loss, 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 parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said parties of the first part hereby agree that if the makers 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 parties of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue. IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names on the day and year above mentioned.

R O Burgert
Mrs Estella Burgert

State of Kansas, DOUGLAS County, SS.

BE IT REMEMBERED, That on this 16 day of May A. D. Nineteen Hundred Forty Two before me, the undersigned a Notary Public in and for said County and State, came R. O. Burgert and Estella Burgert, husband and wife, who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their 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.

(SEAL) My Commission Expires June 26-1943

C. B. Hosford
Notary Public in and for Douglas County, Kansas

Recorded May 18, 1942 at 1:30 P.M.

Register of Deeds

This Release
was written
on the original
M or teage i
this 12
of November
1942
W. C. Beck
Reg. of Deeds

I have all taken by this mortgage, with my name, and have acknowledged it before me, the undersigned, a Notary Public in and for said County and State, on this 16 day of May, A. D. 1942. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Attest, Chas Griffin, Jr., Its Clerk (Copy Seal)