

# MORTGAGE RECORD 88

to the order of the said party of the second part with interest thereon at the rate of five per cent per annum, payable semi-annually, on the 15th days of April and October in each year, according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the Home Office of THE STANDARD LIFE ASSOCIATION, Lawrence, Kansas, or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten percent 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 unceasingly insured to the amount of FIVE THOUSAND 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 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 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, which may be assessed upon the said land, premises or property, or upon the interest of the party of the second part therein. 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 mortgagee, 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 actually collected by it or them, and that the lessees in any such leases shall account for such rights, rents, royalties or benefits to the party of the first part or his assigns until notified by legal holder hereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage without notice.

EIGHTH. 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 immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt 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 sum herein covenanted to be paid when due, the said first parties agree to pay to the said second party, interest at the rate of ten percent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

NINTH. The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural shall include the singular.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

G. H. Allen  
Mildred M. Allen

This Release  
 was written  
 on the original  
 Mortgage  
 this day  
 of February  
 1942  
 Notary Public  
 C. E. Dreyer

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 24th day of September, A. D. 1942 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came G. H. Allen and Mildred M. Allen, husband and 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.

C. E. Dreyer  
Notary Public

(SEAL) My Commission expires April 18, 1945

Recorded September 25, 1942 at 4:45 P.M.

*Walter A. Beck*  
Register of Deeds

Receivin' No. 15722

MORTGAGE

Reg. No. 3162  
Fee Paid \$ .75

THIS INDENTURE, Made this 21st day of September, in the year of our Lord one thousand nine hundred and forty-two between Ava Stewart and Bryan J. Stewart, her husband of Centropolis in the County of Franklin and State of Kansas Parties of the first part, and J. F. Powers party of the second part;

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$350.00 THREE HUNDRED FIFTY 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 party of the second part his 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:

their undivided 1/5th interest in and to the East 21 acres of the South 1/2 and the East 30 2/3 acres of the North 1/2 of the Southwest 1/4 of Section 13, Township 15, Range 19, and their undivided 1/5 interest in and to the West 70 acres of the South 1/2 and the West 30 acres of the North 1/2 of the Southeast 1/4 of Section 13, Township 15, Range 19, also their undivided 1/5th interest in and to the South 80 feet of lots 68 and 70 in Dearborn Addition to the City of Baldwin.

The Amount Secured by this Mortgage has been paid in full, and the same is hereby  
 cancelled, this 22nd day of December 1942. The Standard Life Association  
 by Martin Miller, Treasurer

(Cop. 24)

This Release  
 was written  
 on the original  
 Mortgage  
 this day  
 of February  
 1942  
 Notary Public  
 C. E. Dreyer

See final  
 release  
 see book  
 84 page  
 74.