

MORTGAGE RECORD 88

By James
H. Parker
Notary
Public
Harold A. Beck
Register of Deeds
Rose G. Ruf
Rose G. Ruf

557
has written
on the original
mortgage
encl
this 20th day
of February
1951
Attest: Assistant Secretary H.A. Beck
(Copy of) February 19, 1951

such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall in computing the amount of such indebtedness credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof, which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Mortgagee may pay the same.

5. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereof at five per centum (5%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisement is hereby waived.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagors have hereunto set their hands and seals the day and year first above written.

Thomas B. Parker
Peggy Katherine Parker

STATE OF KANSAS,)
COUNTY OF DOUGLAS):

Be It Remembered, that on this 16th day of March, 1944, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Thomas B. Parker and Peggy Katherine Parker, to me personally known to be the same persons who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

(SEAL) My Commission expires 10/3/44

Arthur S Peck
Notary Public

Recorded March 17, 1944 at 2:50 P.M.

Harold A. Beck Register of Deeds

Receiving No. 20161

KANSAS MORTGAGE

Reg. No. 5689
Fee Paid--\$24.00

THIS MORTGAGE, Made this 19th day of February A.D., 1944 by and between DAVE G. RUF AND ROSE RUF, HIS WIFE, of the County of JACKSON, and State of MISSOURI, parties of the first part, for the purpose of this instrument hereinafter called MORTGAGOR, and KANSAS CITY LIFE INSURANCE COMPANY, a Missouri Corporation, of Kansas City, Missouri, party of the second part, for the purpose of this instrument hereinafter called MORTGAGEE;

WITNESSETH: That said Mortgagor for and in consideration of the sum of NINE THOUSAND SIX HUNDRED-- DOLLARS, paid to said mortgagor by said mortgagee, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto the said mortgagee, its successors and assigns, all of the following described real estate situated in the County of DOUGLAS and State of Kansas, to-wit:

The Southwest Quarter (SW_4) and the West Half (W_2) of the Southeast Quarter (SE_4) of Section 23; the West Half (W_2) of the Northwest Quarter (NW_4) of the Northeast Quarter (NE_4) of Section 26 and the Northeast Quarter (NE_4) of Section 27, all in Township 12 South, Range 18 East, containing 420 acres, more or less; Also the following described tract:

BEGINNING at the Northwest corner of the Northwest Quarter (NW_4) of Section 26, Township 12, Range 18, thence East 2 rods; thence in a Southwesterly direction to a point 2 rods South of the Northwest corner of said Quarter Section; thence North 2 rods to the place of beginning.

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 mortgagee, and to its successors and assigns, forever. And it is hereby covenanted and agreed that at the delivery hereof mortgagor 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 mortgagor will warrant and defend the same in the quiet and peaceable possession of mortgagee, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

As additional and collateral security for the payment of the note or notes hereinafter described, the mortgagor hereby assigns to said mortgagee, its successors and assigns, all of the rights and benefits accruing to the mortgagor 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 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 mortgagor 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: