

# MORTGAGE RECORD 88

621

By hand of  
Notary Public

Harold A. Beck  
Notary Public  
My Comm. Expires  
Sept 17, 1945

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. Appraisal is hereby waived.

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the eight (8) months' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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 gender.

IN WITNESS WHEREOF the Mortgagor (s) have hereunto set their hand(s) and seal(s) the day and year first above written.

Elmer L. Bront  
Alice Elizabeth Bront

STATE OF KANSAS, }  
COUNTY OF Douglas } ss:

BE IT REMEMBERED, that on this thirteenth day of October, 1944, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Elmer L. Bront & Alice Elizabeth Bront, his wife to me personally known to be the same person (s) 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.

E. B. Martin  
Notary Public

(SEAL) My Commission expires September 17, 1945

Recorded October 13, 1944 at 2:05 P. M.

Harold A. Beck

Register of Deeds

Receiving No. 21413

Reg. No. 3947  
Fee Paid \$3.50

## MORTGAGE

THIS MORTGAGE, Made this 24th day of Sept. in the year of our Lord One Thousand Nine Hundred Forty Four by and between L. A. Slaughter, a single person of the County of Douglas and State of Kansas party of the first part, and Silver Lake State Bank party of the second part,

WITNESSETH, THAT SAID PARTY OF THE FIRST PART, for and in consideration of the sum of Fourteen Hundred DOLLARS, to him in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The South Half (1/2) of the Northwest Quarter (1/4), Section Twenty Four (24), Township Twelve (12), Range Seventeen (17), in Douglas County Kansas.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereto belonging unto the said party of the second part, an to his heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, L. A. Slaughter a single man the said party of the first part has this day made, executed and delivered to the said party of the second part a Promissory Note of even date herewith, by which he promise to pay to the said y Silver Lake State Bank on order, for value received Fourteen Hundred DOLLARS, due Sept 24th 1949 with interest upon date to maturity at the rate of 5 per cent per annum, payable semi-annually, as evidenced by for the sum of \$ each, falling due on the days of and in each year, both principal and interest notes are payable at Silver Lake State Bank and bear interest from maturity until paid at the rate of 6 per cent per annum, payable semi-annually,

NOW, If the said L. A. Slaughter shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, by not paid when the same become due, then, and in that case, the whole of said sum and interest shall at the option of said part of the second part or assigns, by virtue of this mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the part of the second part, their heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said party of the first part, his heirs and assigns, and all persons claiming under him, at which sale, appraisal of said property is hereby waived by said party of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said party of the first part. And the said party of the first part shall and will at his own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Dollars, for the benefit of the said part of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said party of the first part hereby covenant and agree that at the delivery hereof said L. A. Slaughter 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 his heirs and assigns forever; against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

Executed and delivered in presence of  
Lester O. Parr

L. A. Slaughter

This release was written on the original mortgage

Harold A. Beck  
Notary Public  
My Comm. Expires Sept 17, 1945

Robert Baker  
Deputy

1944  
Harold A. Beck  
Notary Public  
My Comm. Expires Sept 17, 1945

1949  
Harold A. Beck  
Notary Public  
My Comm. Expires Sept 17, 1945