

MORTGAGE

THIS MORTGAGE, Made this 15th day of June A.D. 1945 by and between Ralph H. James and Esther May James, his wife of the County of Douglas and State of Kansas, parties of the first part, for the purpose of this instrument hereinafter called Mortgage, 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 Mortgage for and in consideration of the sum of Ten Thousand Dollars, paid to said mortgagee 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:

All of the East Half (E $\frac{1}{2}$) of Section 15, Township 13, Range 18, except that part of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 15 lying North and East of the center line of the Public Highway, containing 28.82 acres, more or less, heretofore conveyed to K. L. Patton and described as follows: Beginning at the Northeast corner of said Section 15, thence South along the East line thereof 1084.8 feet to intersection with center line of Public Road or Highway bearing from the Southeast to Northwest thence in a Northwesterly direction along center line of said Road 2556.8 feet to intersection with North line of said Section 15, thence East along the North line thereof 2315 feet to the point of beginning, also except Five (5) acres described as follows:

BEGINNING on the South line of said Section 15, at a point 40 rods West from the Southeast corner of said Section, thence North 20 rods, thence West 40 rods, thence South 20 rods to the South line of said Section, thence East 40 rods to place of beginning.

That part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 22, Township 13, Range 18, described as follows:

Beginning at the Northwest corner of said Northeast Quarter (NE $\frac{1}{4}$) thence East along the North line thereof 1308 feet, thence South 196 feet, thence West 1308 feet to the West line of said Northeast Quarter (NE $\frac{1}{4}$) thence North 196 feet to the place of beginning.

The property covered by this mortgage embraces 292 acres, more or less, subject to Easements for Public Highway purposes.

The Note secured hereby is given for the purpose of securing money with which to pay balance of the purchase price of property herein described, and as conveyed by Warranty Deed from Charles H. Cummings, single, and Myrabelle Cummings, single, to grantors herein dated and acknowledged on May 29th, 1945, and the Mortgage herein is hereby authorized accordingly.

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 mortgagee 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 mortgagee 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 mortgagee hereby assigns to said mortgagee, its successors and assigns, all of the rights and benefits accruing to the mortgagee 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 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 mortgagee is justly indebted to the mortgagee in the sum of Ten Thousand Dollars, according to the terms of 1 certain mortgage note dated 15th day of June 1945, due as follows: \$500.00 July 1st of each of the years 1946, 1947, 1948, 1949, and \$250.00 July 1st 1950, and \$250.00 July 1st thereafter to and including July 1st, 1954, and \$6,750.00 July 1st, 1955, with interest from June 15th, 1945, at the rate of Four percent per annum, payable semi-annually on January 1st and July 1st in each year, executed by mortgagee 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 mortgagee 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 insurable value and against loss by Tornado in the amount of insurable value, 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 mortgagee 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 mortgagee 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 at 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 ought 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 mortgagee 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 mortgagee herein contained shall extend to bind the mortgagee'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

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Please
Henry H. Cummings
Myrabelle Cummings
Mortgagee

Witness my hand and seal this 15th day of June 1945.
Ralph H. James
Esther May James
Kansas City Life Insurance Company
Mortgagee