

MORTGAGE RECORD 89

become due and collectible, at the option of the holder of this mortgage.
In case of the renewal or extension of the indebtedness hereby secured, or any part thereof, all the provisions of this mortgage and the lien thereof, from its date, shall remain in force as fully and with the same effect as if it were made originally to mature at such extended time.

In Witness Whereof, the said parties of the first part hereunto set their hands and seal the day and year first above written.
In presence of A. K. Reynolds

Dallas J. Jellison
Ethel Amelia Jellison

STATE OF KANSAS)
SHAWNEE COUNTY) SS

Be it Remembered, That on this 14 day of January A. D. 1946, before me, the undersigned, a Notary Public, in and for said county and state, came Dallas J. Jellison and Ethel Amelia Jellison, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same as their voluntary act and deed.

In Testimony Whereof, I hereunto subscribe my name and affix my official seal on the day and year last above written.

(SEAL) My commission expires on the 17 day of January, 1946

A. K. Reynolds
Notary Public

This mortgage was written on the original mortgage entered this 22 day of April 1946

Recorded January 21, 1946 at 3:20 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 26429

MORTGAGE

Reg. No. 4576
Fee paid \$2.25

THIS INDENTURE, made the 21st day of January, A.D. 1946 between Wilma Scott Morris and Howard O. Morris, her husband of the County of Douglas and State of Kansas, parties of the first part, and THE TOPEKA MORTGAGE AND INVESTMENT COMPANY, a corporation under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Nine Hundred and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to wit:

Beginning at the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 34, Township Eleven (11), Range Eighteen (18), East of the 6th P.M. thence North along the section line Sixty (60) rods; thence East Nineteen (19) rods Seven (7) feet and eight (8) inches; thence North sixty-four degrees (64°) East forty-seven (47) rods to the center of Coon Creek; thence following the center of Coon Creek to the South line of said Quarter section; thence West along the South line to place of beginning, containing Thirty-three (33) acres more or less.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

AND THE SAID Grantors hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, that whereas the said parties of the first part are justly indebted to the second party in the principal sum of Nine Hundred and no/100 Dollars, according to the terms of a certain mortgage note or bond of even date herewith executed by said parties of the first part, in consideration of an actual loan of the sum aforesaid, payable to the order of the said second party, with interest thereon from February 1, 1946 until maturity at the rate of 4 $\frac{1}{2}$ per cent per annum, payable semi-annually on the first days of February and August in each year, according to the terms of interest notes thereto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of The Topeka Mortgage and Investment Company in Topeka, Kansas, and all of said notes and indebtedness to draw ten per cent interest after maturity or default.

NOW, THEREFORE, if said parties of the first part shall perform all and singular the covenants herein contained; then this mortgage to be void, otherwise to remain in full force and effect.

And the said parties of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection if any there shall be, paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said parties of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$1000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof.

And it is agreed by said first parties that the party of the second part, its successors or assigns, may make any payment 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 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 such foreclosure said real estate shall be sold without appraisalment.

And the said parties of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Wilma Scott Morris
Howard O. Morris

STATE OF KANSAS)
COUNTY OF SHAWNEE)ss.

On this 21st day of January A.D. 1946, before me, a Notary Public, in and for said County, personally appeared Wilma Scott Morris and Howard O. Morris, her husband to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

This Topeka Mortgage and Investment Company is a corporation organized under the laws of Kansas. The foregoing mortgage was acknowledged by the parties named herein and the same is hereby acknowledged by me, Notary Public, for the State of Kansas, on this 22 day of April 1946. F. C. C. President (Corp. Seal)