

MORTGAGE RECORD 89

to the payment of any judgment rendered or amount found due under this mortgage.

In the event mortgagor defaults with respect to any covenant or condition hereof, then, at the option of mortgagee, the indebtedness secured hereby shall forthwith become due and payable, and with the exception of the interest portion thereof, shall bear interest at the rate of five per cent per annum and this mortgage shall become subject to foreclosure; provided, however, mortgagee may at its option and without notice annul any such acceleration but no such annulment shall affect any subsequent breach of the covenants and conditions hereof.

Mortgagor hereby waives notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisal laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal the day and year first above written.

Clara Tuckel
Felix Tuckel

State of Kansas)
County of Douglas) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of November 1945, personally appeared Clara Tuckel and Felix Tuckel, her husband, to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Lena W. Aitenbernd
Notary Public

(SEAL) My commission expires April 21, 1948

Recorded February 25, 1946 at 3:10 P.M.

Harold A. Beck Register of Deeds

Receiving No. 26964

MORTGAGE

Reg. no. 4654
Fee paid \$7.50

THIS INDENTURE, made this 21st day of February in the year of our Lord nineteen hundred and Forty-six by and between David N. Hume and Aloyse G. Hume, husband and wife of the County of Douglas and State of Kansas, parties of the first part, and THE STANDARD LIFE ASSOCIATION, of Lawrence, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three thousand Dollars to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The North 50 feet of the following described tract of land: Beginning 486.29 feet South of the center corner of Section 6, Township 13, Range 20; thence East 313.5 feet; thence South 138.94 feet; thence West 313.5 feet; thence North 138.94 feet to the place of beginning, containing 1 acre, more or less, less the West 30 feet thereof to Douglas County for a highway all in the Southeast Quarter of said Section 6.

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 party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance, therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of Three thousand Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows:

\$50.00 on the first day of April 1946 and \$50.00 on the first day of each succeeding month until the full sum with interest is paid. The monthly installments are to be applied first to payment of interest then due and the remainder credited on the principal.

to the order of the said party of the second part with interest thereon at the rate of 4% per cent per annum, payable monthly on the first days of each month and 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 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

This document is a true and correct copy of the original as recorded in the office of the Register of Deeds, County of Douglas, State of Kansas, on the 13th day of November, 1945.

This record was written on the original mortgage.
 Entered this 13 day of November 1945
Harold A. Beck
 Reg. of Deeds
 Deputy