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## Reg. No. 5104 Fee Paid. \$10.00 MORTGAGE RECORD 89

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## MORTGAGE

THIS INDENTURE Made this 26th day of July in the year of our Lord nineteen hundred and forty-six by and be-tween A. J. HERROD, and SYLVIA M. HERROD, his wife of the County of Wyandotte and State of Kansas, parties of the first part, and The Central Trust Company, party of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of FOUR THOUSAND AND No/100 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, itssuccessors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The Southwest Quarter  $(SW_2)$  of Section Two (2), Township Thirteen (13), Range Nineteen (19) except the railroad right of way, East of the Sixth Principal Meridian.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in any wise 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 war-rant 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-writ: FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of FOUR THOUSAND AND No/100 ----DULLARS, accoring 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:

September	1.	1947	3	100.00
September			ŝ	100.00
September	1,	1949	Ś	100.00
September	1,	1950	\$	100.00
September	1,	1951	\$	3,600.00

to the order of the said party of the second part with interest thereon at the rate of four per cent per annum payable semi-annually, on the first days of "arch and September in each year, according to the terms of said no both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the said note; Unit d States of America, at Guaranty Trust Company, New York, N. Y., or at such other place as the legal hold of the principal note may in writing designate, and said note bearing ten per cent interest after maturity. the principal note may SECUND. That the part

SECURD. That the parties of the first part agree to keep all fences, buildings and improvements on the sai 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 hereafger be upon the premise unceasingly insured to the amount of Two Thousand Four Hundred and No/100--DOLLARS in insurance companies acceptable to the party of the second part with polic work he is is in each of the area of the amount too mean acceptable to the party of the second part with polic Four Hundred and NO/100--DOLLARS in insurance companies acceptable to the party of the second part with policie 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 moneys or may deliver the policies to the satisfactory. At the election of the said party of the second part with policies of the party of the second part with policies to the said parties of the first part for collection. At the election of the said party March 4 second part the insurance maneys shall be applied either on the indebtedness secured hereby or in re 西 building.

building. THIRD. That the party of the second part may any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premise hereby conveyed, and may pay any unpaid taxes or assess-ments 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 forecipsure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provided that the whole of said real estate shall be sold together and not in parcels. FURTH. That in case of default of any of the covenants or agreements herein contained, the rents and pro-fits 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 it entitled to the possession of said property, by receiver or otherwise as it may elect. FIFTM. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part therein, and while this mortgage is held by a nonresident of the State of Kansas upon this Mortgage, or the debt secured thereby, or the interest thereon of whole or any part thereof, upon the part of the second part, and that upon violation of this undertaking or the whole or any part thereof, upon the part of the second part, and that upon violation of this undertaking or the

Py Glenn L the lies Bill, and Sear income therefrom; without regard to any kw hertofore enacted or hereafter to be enacted imposing payment of the whole or any part thereof, upon the part of the second part, and that upon violation of this undertaking or the passage by the State of Mansas of a law imposing payment of the whole or any portion of any of the taxes afore-said upon the party of the second part, or upon the rendering by any Court of competent jurisdiction of a de-cision that the undertaking by the parties of the first part as herein provided, to pay any taxes or assessment is legally inoperative, then, in any such event, the debt hereby secured, without deduction, shall, at the opti of the party of the second part, become immediately due and collectible, notwithstanding anything contained in this Mortgage or any law hereafter enacted. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become or ramain deliquent, nor to permit the said pro-perty or any part thereof, or any interest therein, to be sold for taxes and futher agree to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the propertauthority, 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 paid in has RELEAS

That the parties hereto further agree that all the covenants and agreements of the parties of the SIXTH.

Showing full payment of all such takes and assessments. SIXH. 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 paty of the second part, its successors and assigns. SEVENTH. As additional and collateral security for the payment of the said note the mortgagors hereby as-signs to said mortgagee, its successors and assigns all the rights, rents royalties and benefits accruing to the parties of the first part under all oil, gas, or mineral leases on said premises, this assignment to ter-minate and become void upon release of this mortgage. Provided, however, that said party of the second part, its successors and assigns shall be chargeable with no responsibility with reference to such rights, rents, royalties and benefits nor be geocountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights, rents, royalties or benefits to the party of the second first part or his assigns until notified by legal holder hereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas, or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage without notice. EIGHTH. 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 immediately become due and payable at the option of the TE HOM STUTTED by the

ATT - or a herein described, or any part of an any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time the organ as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay to the said second party, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the time then said principal and interest shall be fully paid. In the origin

when said principal and interest shall be fully paid. NINTH. The terms, conditions and provisions hereof, whether so expressed or not, shall apply t the respective parties hereto, their heirs, executors, administrators, successors and assigns, and in the singular number shall include the plural and words in the plural shall include the singular , shall apply to and bind have a signs, and words used and a signs, and words used a sign of the sign