

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, be 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 Y of the second part, 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 said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure, or in case of default in any of the payments herein provided for, the part Y of the second part, shall be an additional charge against said mortgaged premises secured by this mortgage; and upon foreclosure of this Mortgage, or in case of default in any of the payments herein provided for, the part Y of the second part, heirs, executors, administrators, and assigns, shall be entitled to a judgment for the sum S due upon said note, and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent, per annum, from the date of payment of said sums, and costs, 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 the said part Y of the first part, their heirs and assigns, and all persons claiming under them. And the said part Y of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of thirty-five hundred and no/100 Dollars, for the benefit of said part Y of the second part, and in default thereof said part Y of the second part may effect said insurance in their 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 be enforced and collected in the same manner as the principal debt hereby secured. AND the said part Y of the first part do hereby covenant and agree that at the delivery hereof, they are 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 they will Warrant and Defend the same in the quiet and peaceable possession of said part Y of the second part, their heirs and assigns forever, against the lawful claims of all persons whomsoever.

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

Executed and delivered in presence of

Jesse Howard Herron (SEAL)  
Velma Mae Herron (SEAL)  
(SEAL)  
(SEAL)

State of Kansas, County of Douglas, ss.

BE IT REMEMBERED, that on this 18th day of February A. D. 1947, before me, the undersigned, a notary public in and for said County and State, came Jesse Howard Herron and Velma Mae Herron, husband and wife,

who are personally known to me to be the identical person S described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

My commission expires Jan 22, 1948 Notary Public

#### Satisfaction of Mortgage

the mortgagee within named, do hereby certify that the within Mortgage is fully paid, satisfied, and discharged, and authorize the Register of Deeds of County, Kansas, to discharge the same of record.

Dated at 19

In presence of

31422

#### MORTGAGE

Jesse Howard Herron and  
Velma Mae Herron  
TO  
Jacob Helmerdinger

\$3500.00 Due Semi-Annually

STATE OF KANSAS

Received for record on the 25 day of February, 1947

at 10 o'clock P. M. and duly recorded in

Record at page

1135

By

Fee \$1.25

REGISTRATION FEE

Amount of Indebtedness, \$3500.00

Fees \$8.75 No. 5491

Paid this 25 day of Feb. 1947

Harold A. Beck

Register of Deeds

Douglas County, Kansas

By

Notary Public

The Law-Printing Company, Kansas City, Kansas

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