

33590 BOOK 95

## KANSAS REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that

CLIFFORD B. BREITHAUPT, AND LILLIAN E. BREITHAUPT, HIS WIFE,

GEORGE B. BREITHAUPT, A SINGLEMAN,

of the County of Douglas, State of Kansas, hereinafter called "Grantor", whether one or more, does hereby mortgage to Phoenix Mutual Life Insurance Company, a Connecticut corporation, with its principal office in Hartford, Connecticut, hereinafter called "Phoenix", the following described land situated in the County of Douglas, State of Kansas, to wit:

The South Half (S $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Fifteen (15), Township Fourteen (14), Range Twenty-one (21), and containing thirty (30) Acres, more or less.

together with all the buildings, improvements and fixtures which are now on or hereafter may be erected on said land, and all the tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining, all of which said property is hereafter called "the premises".

This mortgage is given to secure the payment to Phoenix, at its principal office in Hartford, Connecticut, of the sum of \$50,000.00 (Fifty Thousand and no/100 Dollars (\$50,000.00)) as follows:

\$100.00 due March 1, 1948	\$75.00 due March 1, 1953	\$75.00 due March 1, 1958
100.00 due September 1, 1948	75.00 due September 1, 1953	75.00 due September 1, 1958
100.00 due March 1, 1949	75.00 due March 1, 1954	75.00 due March 1, 1959
100.00 due September 1, 1949	75.00 due September 1, 1954	75.00 due September 1, 1959
100.00 due March 1, 1950	75.00 due March 1, 1955	75.00 due March 1, 1960
100.00 due September 1, 1950	75.00 due September 1, 1955	75.00 due September 1, 1960
75.00 due March 1, 1951	75.00 due March 1, 1956	75.00 due March 1, 1961
75.00 due September 1, 1951	75.00 due September 1, 1956	75.00 due September 1, 1961
75.00 due March 1, 1952	75.00 due March 1, 1957	75.00 due March 1, 1962
75.00 due September 1, 1952	75.00 due September 1, 1957	75.00 due September 1, 1962

according to the terms of a promissory note executed of even date herewith by Grantor, and in accordance with prepayment privilege as specified in said note, and Grantor covenants and agrees with Phoenix as follows:

1. That Grantor is lawfully seized and possessed of the premises and has good right to convey the same; that they are free from all liens and encumbrances; that Grantor will warrant and defend the title thereto against the lawful claims of all persons whomsoever.
2. That, until all sums secured hereby are paid in full, Grantor will keep all buildings above described insured against loss by fire and such other hazards as Phoenix may require. The policies of such insurance shall be deposited with Phoenix and shall be in forms and amounts and issued by companies satisfactory to Phoenix. Phoenix may collect the proceeds of any insurance which may become due and, at its option, after deducting the expenses of such collection, apply the balance to one or both of the following: (1) To a partial or total restoration of the buildings (2) to the payment of principal, whether then matured or not, in the inverse order of its maturity.
3. That Grantor will pay all taxes, assessments and charges which are or may be levied against the premises or any part thereof before same become delinquent and deliver to Phoenix satisfactory evidence of such payment.
4. That if Grantor shall fail to pay any insurance premium, taxes, assessments or charges aforesaid, Phoenix, at its discretion, may pay the same. Any sum so advanced by Phoenix, with interest thereon from the date of such advance at the highest rate permitted by law, shall be due from Grantor on demand, and the payment thereof shall be secured by this instrument.
5. That Grantor will keep the premises in as good repair as they now are; will not commit or permit waste on the premises; will not cut, use, or remove or permit the cutting, use or removal of any trees or timber on the premises other than for ordinary farm purposes; will comply with all Federal, State and County laws, rules and regulations affecting the premises; will keep all tillable soil in an advanced state of cultivation in accordance with the practice of good husbandry; will permit the agents of Phoenix to pass through or over premises at all reasonable times for the purpose of inspecting them.
6. That Grantor will immediately pay to Phoenix the proceeds from the sale of any easement or right of way across the premises and any damages awarded for the condemnation of any part of the premises for public use. Unless otherwise agreed, such proceeds shall be applied by Phoenix to the payment of principal, whether matured or not, in the inverse order of its maturity.