

Ka. Mfg. Form No. 1 Rev. 2-1-43

39908, BOOK 96

## KANSAS MORTGAGE

THIS MORTGAGE, Made this 31 day of September, in the year One Thousand Nine Hundred and forty-nine by and between Warren Zimmerman and Nelle W. Zimmerman, his wife; Richard O. Zimmerman and Gertrude N. Zimmerman, his wife; William T. Nichols and of the County of Douglas, State of Kansas, parties of the first part, hereinafter referred to as "Mortgagor" whether one person or more, and CITY BOND AND MORTGAGE COMPANY, a corporation of Kansas City, Missouri, party of the second part, hereinafter referred to as "Mortgagee."

### WITNESSETH THAT:

The Mortgagor for and in consideration of Sixty Thousand and no/100 -----

----- Dollars (\$60,000.00) to him in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Mortgagee and to its successors and assigns forever all of the following described land and improvements thereon situated in the County of Douglas, State of Kansas, to-wit:

Beginning at the Northeast corner of the South 25 acres of the East 35 acres of the South Half of the Southeast Quarter of Section 6, Township 13, Range 20, Douglas County, Kansas; thence South 200 feet; thence West to the railroad right of way; thence Northerly along said railroad right of way to its intersection with the West line of the North 10 acres of said East 35 acres; thence Northerly to the intersection of said railroad right of way with the North line of said 10-acre tract; thence Southeasterly to a point on the North line of said 25-acre tract 250 feet East of the Northwest corner thereof; thence East to the point of beginning;

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but without being limited to, all screens, awnings, storm windows and doors, window shades, venetian blinds, inlaid floor coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, gas and oil burners, stokers, automatic water heaters, elevators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment of whatever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

TO HAVE AND TO HOLD the same, with all and singular, the hereditaments and appurtenances thereto belonging unto the Mortgagee and to its successors and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, The Mortgagor is justly indebted to the Mortgagee in the principal sum of Sixty Thousand and no/100 ----- Dollars (\$60,000.00) and has agreed to pay the same with interest thereon according to the terms of a certain note or obligation in said principal amount, bearing even date herewith and made payable to the order of the Mortgagee and executed by the Mortgagor and providing for the payment thereof in principal installments of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) payable each six months of each year on January 1st and July 1st, beginning January 1st 1950, the last payment shall be due and payable on the first day of July 1959.

Said note further provides that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and all interest due at the time of such default shall, at the option of the legal holder or legal holders, become due and payable, and both principal and interest are to bear interest at the rate of eight per cent per annum after maturity.

WHEREAS, The Mortgagor does for himself and for his heirs, representatives, grantees and assigns, the owners of said lands, hereby expressly warrant, covenant, agree and stipulate to and with the Mortgagee and its successors, vendees and assigns:

FIRST: That the lien created by this instrument is a first and prior lien and encumbrance on the above described land and improvements.

SECOND: To pay the indebtedness as in said note provided.

THIRD: To procure and maintain policies of fire, windstorm, explosion, and war damage insurance on the buildings erected and to be erected upon the above described premises in a company or companies acceptable to the Mortgagee to the amount of Sixty Thousand and no/100 ----- Dollars (\$60,000.00) with no co-insurance clauses in the policies of insurance unless the Mortgagee shall consent thereto in writing.

the losses, if any, payable to the Mortgagee. It is further agreed that all policies of insurance of whatever nature and of whatever amount, taken out on said improvements or fixtures thereto attached during the existence of the debt hereby secured, shall be constantly assigned, pledged and delivered to the Mortgagee for further securing the payment thereof and that all renewal policies shall be delivered to the Mortgagee at least three days before the expiration of the old policies, with full power hereby conferred to settle and compromise all loss claims, to demand, receive and receipt for all moneys becoming payable thereunder, and the same to apply toward the payment of said obligations, unless otherwise paid, or in rebuilding or restoring the damaged building as the Mortgagee may elect. If any of said agreements be not performed or as aforesaid, then the Mortgagee may effect and procure such insurance, paying the cost thereof, and for the repayment of all moneys thus paid with interest thereon from the time of payment at the rate of eight per cent per annum, these presents shall be security in like manner and with like effect as for the payment of said note.