

# Know All Men By These Presents.

That, ALBERT V. PICKETT & ROSA F. PICKETT, husband and wife,

of Douglas County, State of Kansas, parties of the first part, hereinafter called the mortgagors (which term wherever used in this mortgage, so far as the context may permit or require, it is hereby agreed shall be construed to include and shall include the heirs, executors, administrators, successors and assigns of the parties of the first part), in consideration of the sum of

----- FIVE THOUSAND & NO/100 ----- Dollars (\$ 5,000.00 )

to them in hand paid by John Hancock Mutual Life Insurance Company, a corporation duly established and existing under the laws of The Commonwealth of Massachusetts, with its principal office at 197 Clarendon Street, in Boston, Suffolk County, Massachusetts, party of the second part, hereinafter called the mortgagee, (which term wherever used in this mortgage, so far as the context may permit or require, it is hereby agreed shall be construed to include and shall include the successors and assigns of the party of the second part), have mortgaged and hereby mortgage, convey and warrant to said John Hancock Mutual Life Insurance Company, its successors and assigns, forever, the following described real estate:

Douglas and State of Kansas, to-wit:

The southeast quarter (SE $\frac{1}{4}$ ) of section twenty-eight (28), township fourteen (14) range eighteen (18)

together with the rents, issues and profits thereof.

To Have and to Hold the same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining (all of which are hereinafter called the mortgaged premises), unto the mortgagee forever.

## The Mortgagors Herby Covenant and Agree :

FIRST. That this mortgage is given as security for the performance and observance of the covenants and agreements herein contained.

SECOND. To pay the principal amount of

----- FIVE THOUSAND & NO/100 ----- Dollars (\$ 5,000.00 )

(which amount the mortgagee has actually loaned to the mortgagors and for which amount the mortgagors are justly indebted to the mortgagee), with interest thereon, according to the terms of a certain note of even date herewith, executed and delivered by ALBERT V. PICKETT & ROSA F. PICKETT, husband and wife, to the order of said John Hancock Mutual Life Insurance Company, principal sum to be paid in installments as follows:

\$ 200.00	on	May	1, 19 51	and \$ 200.00	on the first day
	of each	May			thereafter,
	to and including		May 1,	19 59	; and
\$3,200.00	balance on	May	1, 1960		

THIRD. To keep the buildings now or hereafter standing on the mortgaged premises insured against fire and such other casualties as the mortgagee may from time to time require and against which insurance is written at the time of such requirement, whether or not such insurance is now written, all such insurance to be in such forms, in such companies and in such sums (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) as may be satisfactory to the mortgagee; that all insurance policies shall be held by and be for the benefit of and shall be first payable in case of loss to the mortgagee and that at least fifteen days before the expiration of each such policy a new and sufficient policy to take the place of the one so expiring will be delivered to the mortgagee. The mortgagors hereby assign to the mortgagee all moneys recoverable in the event of cancellation of each such policy, the mortgagee to receive such moneys for the benefit of the mortgagors. The mortgagors hereby appoint the mortgagee attorney irrevocable of the mortgagors to assign each such policy in the event of the foreclosure of this mortgage.

FOURTH. To pay all taxes, assessments and charges of every nature and to whomsoever assessed and before penalty has attached thereto, that may now or hereafter be levied or assessed upon the mortgaged premises or any part thereof, upon the rents, issues, income or profits thereof, whether any or all of said taxes, assessments, or charges be levied directly or indirectly or as excise taxes or as income taxes.

FIFTH. To pay all sums the failure to pay which may result in the acquisition of a lien prior to the lien of this mortgage before such a prior lien may attach.

SIXTH. That, in case of default in the performance or observance of any of the covenants and agreements contained in paragraphs numbered "THIRD", "FOURTH" and "FIFTH" herein, the mortgagee, without prejudice to any rights given under subsequent paragraphs herein, may make advances to perform the same in behalf of the mortgagors and the mortgagors hereby agree to repay all sums so advanced in their behalf, on demand, with interest from the date advanced at the rate of ten per centum per annum and all sums so advanced, with interest as aforesaid, shall be immediately due and payable and be secured hereby, having the benefit of the lien hereby created, but no such advance shall be deemed to relieve the mortgagors from any default hereunder or impair any right or remedy consequent thereon, and the exercise of the rights to make advances granted in this paragraph shall be optional with the mortgagee and not obligatory, and the mortgagee shall not in any case be liable to the mortgagors for a failure to exercise any such right.

See Assignment to B4, 113 B, 203  
to Kansas L. B. 113 B, 212