

53533 BOOK 107

This Indenture, made the Fourteenth day of September, A.D. 1954,
between Virgil Schwartz and Myrtle Schwartz, husband and wife,

of the County of Douglas and State of Kansas, party of the first part, and **THE MUTUAL BENEFIT LIFE INSURANCE COMPANY**, a corporation organized and existing under the laws of New Jersey, located at Newark, Essex County, New Jersey, party of the second part,

Witnesseth: that the said party of the first part, in consideration of the sum of Seven Thousand ----- Dollars,

in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to wit:

The Northwest Quarter of Section Thirty-three (33), Township Fourteen (14), Range Nineteen (19) subject to electric transmission line easement to Kansas City Power and Light Company dated September 7, 1945, and recorded in Book 151 at page 467.

It Is Agreed that all irrigation pumps, motors, pipes^{well casings} and all other irrigation equipment connected therewith now or hereafter placed or installed on said premises shall be construed as affixed to and a part of the real estate hereinabove described and subject to all the provisions of this mortgage.

To Have and to Hold the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenants that he or she is or they are (as the case may be) lawfully seized of said premises and has or have good right to convey the same; that said premises are free and clear of all encumbrances; and that he, she or they will warrant and defend the same against lawful claims of all persons whomsoever.

Provided, However, that if the said party of the first part shall pay or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Seven Thousand ----- Dollars, according to the terms of a promissory note or notes hereinafter mentioned, with ----- installment payments as provided therein, the last installment to become due and payable on the First day of October, 1969, with interest thereon from the 14th day of September, 1954, at the rate specified in the said promissory note or notes, payable semi-annually on the first day of October and April in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum or any part thereof after the same becomes due or payable, whether its maturity shall result by lapse of time or by the exercise by the holder hereof of the option granted herein and in any note secured by this mortgage; to declare the indebtedness hereby evidenced to be due by reason of default, according to the tenor and effect of a promissory note or notes bearing even date herewith, executed by the said party of the first part, and payable at the office of The Mutual Benefit Life Insurance Company in Newark, New Jersey; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and the party of the second part shall execute and deliver to the party of the first part a release thereof which shall be recorded at the expense of the party of the first part, otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal and the installments thereof at the times, hereinbefore specified and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the legality and priority of this mortgage; that the party of the second part, its successors or assigns, may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described premises and be secured by this mortgage, and may be recovered with interest at ten per cent per annum in any suit to foreclose this mortgage.