

76365 BOOK 127

MORTGAGE

This instrument made this 17th day of March A. D. 1961 by and between

CRESCENT OIL, INC.

of the County of Montgomery and State of Kansas, part of the first part, and the SECURITY BENEFIT LIFE INSURANCE COMPANY, a corporation organized and existing under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part:

WITNESSETH, That the said part Y of the first part, in consideration of the sum of TWENTY-TWO THOUSAND FIVE HUNDRED and 00/100 DOLLARS, to it in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas State of Kansas, to-wit:

Beginning at a point Four Hundred Eighty and Eight Tenths (480.8) feet North and Three Hundred Twenty-seven (327) feet West of the Southeast corner of Section Six (6), in Township Thirteen (13), South of Range Twenty (20), East of the 6th P. M., thence West Three Hundred Twenty-five (325) feet, thence North parallel with the East line of said Section Six (6), One Hundred Sixteen and Three Tenths (116.3) feet, thence East Three Hundred Twenty-five (325) feet, thence South One Hundred Sixteen and Three Tenths (116.3) feet to the point of beginning, Douglas County, Kansas

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption and every contingent right or estate therein, unto the said party of the second part, its successors and assigns, forever. And the said part Y of the first part do as hereby covenant and agree that at the delivery hereof, it is 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 it will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED: Always, and these presents are upon the following covenants and conditions, to-wit:

FIRST. That said part Y of the first part is justly indebted to the said second party in the sum of TWENTY-TWO THOUSAND FIVE HUNDRED and 00/100 Dollars, according to the terms of a certain mortgage note or bond of even date herewith, executed by said party of the first part, in consideration of the actual loan of the sum aforesaid, payable to the order of said second party as follows:

\$189.88 on the first day of May, 1961, and the same amount on the first day of each and every month thereafter until the interest and principal are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 1976

Payments to include with interest thereon from date of disbursement until maturity, at the rate of 6 per cent per annum, payable on the first day of each month on the unpaid balance

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