

BOOK 02

## MORTGAGE

This Indenture, Made this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_ by  
and between \_\_\_\_\_

of the County of \_\_\_\_\_ and State of \_\_\_\_\_, part \_\_\_\_\_ of the  
first part, and THE SECURITY BENEFIT ASSOCIATION, 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 \_\_\_\_\_ of the first part, in consideration of the sum of \_\_\_\_\_  
DOLLARS,  
to \_\_\_\_\_ 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 \_\_\_\_\_ and State of  
Kansas, to-wit:

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 con-  
tingent right or estate therein, unto the said party of the second part, its successors and assigns, forever.  
And the said part \_\_\_\_\_ of the first part do \_\_\_\_\_ hereby covenant and agree that at the delivery hereof,  
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  
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 \_\_\_\_\_ of the first part \_\_\_\_\_ justly indebted to the said second  
party in the sum of \_\_\_\_\_ Dollars,  
according to the terms of a certain mortgage note or bond of even date herewith, executed by said  
part \_\_\_\_\_ of the first part, in consideration of the actual loan of the sum aforesaid, payable to the order  
of said second party as follows:

with interest thereon from \_\_\_\_\_ until maturity, at the rate of \_\_\_\_\_ per  
cent per annum, payable \_\_\_\_\_ on the first days of \_\_\_\_\_

in each year, according to the terms of said note; both principal and interest and all other indebtedness  
accruing hereunder, being payable in lawful money of the United States of America, at the office of  
THE SECURITY BENEFIT ASSOCIATION, in Topeka, Kansas, and all of said notes bearing ten per cent  
interest after due;

SECOND, That the said first party shall pay all taxes and assessments now due, or which may be-  
come due, on said premises before the same become delinquent; and in case not so paid, the holder of  
this mortgage may pay such taxes and assessments, and recover the amount so paid with interest thereon  
at the rate of ten per cent per annum, and this mortgage shall stand as security therefor. First Party  
shall pay mortgage registration tax and recording fees on this mortgage, or in case said taxes and fees  
are paid by second party the amount thereof shall be deducted from the proceeds of this loan.

THE SECURITY BENEFIT ASSOCIATION, the mortgagee within named, does hereby acknowledge full payment  
of the debt secured by the foregoing mortgage, and authorize the Register of Deeds of Douglas County,  
Kansas, to discharge the same of record. IN WITNESS WHEREOF, The said corporation has caused these  
presents to be signed by its President, and its seal to be affixed, this 11th day of February A. D. 1949.

THE SECURITY BENEFIT ASSOCIATION  
By J. M. Kirkpatrick

This release  
was written  
on the original  
mortgage

entered  
this 11th day  
of February  
1949

Harold A. Beebe  
Reg. of Deeds  
Douglas County