

32624 BOOK 92

# MORTGAGE

This Indenture, Made this 27th day of June A. D. 1947 by and between

Cecil L. Davis and Julia Davis, his wife

of the County of Douglas and State of Kansas, parties 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 parties of the first part, in consideration of the sum of FIVE THOUSAND FIVE HUNDRED and 00/100 DOLLARS, to them 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 and State of Kansas, to-wit:

West Forty-five (45) feet of the South Sixty-five (65) feet of Lot Seven (7) in Block Six (6) in Babcock's Addition to the City of Lawrence

and

Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), and Twenty-one (21) in Block Two (2) in Homewood Gardens, a suburban Addition, near the City of Lawrence

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 parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they 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 parties of the first part are justly indebted to the said second party in the sum of FIVE 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 parties of the first part, in consideration of the actual loan of the sum aforesaid, payable to the order of said second party as follows:

\$58.34 on the first day of August, 1947, 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 July, 1957

Payments to include with interest thereon from date until maturity, at the rate of 5 per cent per annum, payable on the first days of on the unpaid balance

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 Secretary-Treasurer and its seal to be affixed, this 24th day of January A. D. 1949.  
(Corp. Seal) THE SECURITY BENEFIT ASSOCIATION By J. H. Abrahams Secretary-Treasurer