

32696 BOOK 92
MORTGAGE

This Indenture, Made this 30th day of June A. D. 19 47 by and between

Raymond E. Kanehl and Marjorie M. Kanehl, 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 SIX THOUSAND TWO HUNDRED FIFTY 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:

The North Thirty (30) acres of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-four (24), Township Twelve (12), Range Nineteen (19); All that part of Lot One (1) of the Northeast fractional Quarter (NE fr. $\frac{1}{4}$) of Section Twenty-four (24), Township Twelve (12), Range Nineteen (19), described as follows: Beginning at Northwest corner of said Lot One (1), thence South on West line of said Lot Eighty (80) rods, thence East on South line of said Lot One Hundred Ten and Eight Tenths (110.8) rods, thence due North to the Southwest bank of the Kansas River; thence Northwesterly following the meanderings of said stream to the North line of said Quarter Section, thence West along the North line of said Quarter Section to place of beginning (less rights-of-way of A.T. & S.F. R.R. and Pacific Mutual Telegraph Company and its assigns). That part of Lots One (1) and Three (3) of the Northeast fractional Quarter (NE fr. $\frac{1}{4}$) of Section Twenty-four (24), Township Twelve (12), Range Nineteen (19), described as follows: Beginning at the Southeast corner of said Quarter Section, thence West Three Hundred Ninety-five (395) feet, thence North Six Hundred Thirty (630) feet, thence West Two Hundred Eight and Four Tenths (208.4) feet, thence North Six Hundred Seventy-one (671) feet, thence West Two Hundred Eight and Four Tenths (208.4) feet, thence North to the Southwest bank of the Kansas River, thence in a Southeasterly direction along said stream to the point of intersection of its Southwest bank with East line of said Quarter Section, thence South on the East line of said Quarter Section to point of beginning; An easement for private roadway beginning 60 feet North of the Southwest corner of Lot 1 of Northeast Quarter (NE $\frac{1}{4}$) of Section 24, Township 12, Range 19, extending due South, 60 feet in width, along and off the East side of the East 30 acres of South 50 acres of East Half of Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of said Section to the South line thereof, as appurtenant to the owner of said Lot 1 for ingress and egress to County Road No. 31-C shown on said plat and designated as "Kanehl Lane".

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 SIX THOUSAND TWO HUNDRED FIFTY 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:

\$45.28 on the first day of August, 1947, and the same amount on the first day of each and every month thereafter, to and including July 1, 1957; Provided that the unpaid balance of principal in amount of \$2,950.00, and interest, if not sooner paid, shall be due and payable on the first day of August, 1957

Payments to include with interest thereon from date until maturity, at the rate of 4 $\frac{1}{2}$ per cent per annum, payable on the first day of each month on the unpaid balance

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 become 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.