

33068 BOOK 92

This Mortgage, Made this 4 day of August A.D. Nineteen Hundred and forty-seven

by and between Edgar Salsbury and Dorthy E. Salsbury, his wife

in the County of Douglas and State of Kansas, Mortgagees, and THE AMERICAN HOME LIFE INS. CO.,
a CORPORATION of Topeka, Kansas, Mortgagee:

WITNESSETH, That the Mortgagees for and in consideration of the sum of

TWO THOUSAND AND NO/100-----

DOLLARS,

to them in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, do hereby MORTGAGE and WARRANT to the said Mortgagee and to its successors and assigns forever, all of the following described real estate, lying and situate in the County of Douglas and State of Kansas, to-wit:

Commencing at a point 80 rods South and 330 feet East of the Northwest corner of the Southeast Quarter of Section Six (6) Township Thirteen (13), South Range Twenty (20), for a point of beginning; thence East to the West line of the County Road #127 known as Learnard Avenue; thence North 70 feet; thence West to a point 330 feet East of the West line of Said Southeast Quarter section; thence South to the place of beginning, east of the 6th P. M.

together with all rents and other revenues thereof, the rights, easements, hereditaments and appurtenances thereto belonging and all personal property, including all heating, plumbing and lighting fixtures and equipment, now or hereafter attached to or reasonably necessary to the use of the real property herein described, and all of the property hereinbefore mentioned is hereinafter designated as "said property."

TO HAVE AND TO HOLD said property to Mortgagee forever;

FOR THE PURPOSE OF SECURING:

I. Payment of the indebtedness evidenced by one promissory note (and any extension or renewal thereof), of even date herewith, for the principal

sum of Two Thousand and No/100----- Dollars (\$ 2,000.00),

with interest at the rate of -4- per cent per annum, principal and interest payable in installments as therein provided; executed by

Edgar Salsbury and Dorthy E. Salsbury, his wife, favor of Mortgagee;

II. Payment by Mortgagee to Mortgagee as herein provided of all sums expended or advanced by Mortgagee pursuant to any term or provision of this mortgage; and

III. Performance of each covenant and agreement of Mortgagee herein contained.

A. AND MORTGAGOR COVENANTS AND AGREES HEREBY:

(1) To pay immediately when due and payable, all taxes, assessments, charges and encumbrances with interest, which affect said property or this mortgage or the indebtedness hereby secured, and promptly to deliver to Mortgagee, without demand, receipts evidencing such payments;

(2) To procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises in some responsible insurance company, to the satisfaction of the Mortgagee to the amount of

Fifteen Hundred---

Dollars fire and lightning, and to the

amount of Fifteen Hundred----

Dollars tornado,

to which policies shall be attached mortgage clauses satisfactory to Mortgagee; and it is further agreed that every such policy of insurance shall be held by the Mortgagee, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received, to the payment of said note or notes, less the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises.

(3) To commit or suffer no waste of said property, to maintain and keep the same in good condition and repair and promptly to effect such repairs thereof as Mortgagee may require;

B. AND IT IS HEREBY MUTUALLY COVENANTED AND AGREED BY AND BETWEEN MORTGAGOR AND MORTGAGEE:

RELEASE

This release was written on the original mortgage entered

this 25th day of January 1949

Harold A. Beck
Reg. of Deeds

Deputy

THE AMOUNT SECURED by this mortgage has been paid in full, and the same is hereby canceled, this 24th day of January 1949
(Corp. Seal)

THE AMERICAN HOME LIFE INSURANCE COMPANY
Frank J. Seitz, President