

33470 BOOK 92

MORTGAGE

This Indenture, Made this 2nd day of September A. D. 19 47 by
and between

Russell L. Wiley and Velma Ruth Wiley, 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 SEVEN THOUSAND TWO 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:

The East Thirty (30) acres of the South Fifty (50) acres of
the East Half of the Northwest Quarter (E $\frac{1}{2}$ N $\frac{1}{4}$) of Section
Twenty-four (24), Township Twelve (12), Range Nineteen (19),
subject to an easement known as "Kanehl Lane", described as
follows: Beginning Sixty (60) feet North of the Southwest
corner of Lot One (1) of the Northeast Quarter (NE $\frac{1}{4}$) of Sec-
tion Twenty-four (24), Township Twelve (12), Range Nineteen
(19), extending due South Sixty (60) feet in width, along and
off the East side of the East Thirty (30) acres of the South
Fifty (50) acres of the East Half of the Northwest Quarter
(E $\frac{1}{2}$ N $\frac{1}{4}$) of said Section, to the South line thereof

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 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 SEVEN THOUSAND TWO 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:

\$74.62 on the first day of October, 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 September, 1957

Payments to include
~~with~~ interest ~~thereon~~ from date until maturity, at the rate of 4 per
cent per annum, ~~payable~~ on the first day of each month on the unpaid balance