

THIS MORTGAGE, Made this eighteenth day of April A.D. 1916. Between Alliecia S. Bennett and A. H. Bennett, her husband, of the County of Shawnee and State of Kansas parties of the first part, and THE CENTRAL TRUST COMPANY, a body corporate, existing under and by virtue of the laws of the State of Kansas, and having its chief office in the City of Topeka and State of Kansas, party of the second part,

WITNESSETH: That whereas, the said parties of the first part are justly indebted to the said THE CENTRAL TRUST COMPANY for money borrowed in the sum of Five Thousand Dollars, to secure the payment of which they have executed one promissory note, of even date herewith, payable on the 18th day of April A.D. 1917, being principal note, which note bears interest from April 18th, 1916, at the rate of eight per cent per annum, payable semi annually, and evidenced by two interest notes of even date therewith, thereto attached.

All of said notes are executed by the said parties of the first part, and bear interest after maturity at the rate of ten per cent per annum, payable semi-annually, until paid, and are made payable to the order of said THE CENTRAL TRUST COMPANY, at its office in Topeka, Kansas.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory notes above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

The Southwest Quarter (SW¹/₄) of Section numbered Eleven (11), Township numbered Fourteen (14), Range numbered Eighteen (18) containing 160 acres, more or less.

And the said parties of the first part expressly agree to pay the said notes promptly as they become due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in some solvent incorporated insurance company satisfactory to the said party of the second part for at least _____ dollars, for the benefit of the party of the second part herein or assigns, so long as the debt above secured shall remain unpaid, and make the policy of insurance payable to the party of the second part herein or assigns, as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of either of said notes or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case the whole of said principal and interest thereon shall, at the option of said second party or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of the said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the said parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten per cent per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten per cent per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct.

Privilege is given the said parties of the first part, their heirs or legal representatives, to make payments on said principal note, in sums of one hundred dollars, or any multiple thereof, at the maturity of any one of the aforesaid coupons, and the amount so paid shall be credited on said principal note, whereupon each of said interest coupons, not then matured, shall have a rebate credit in a sum in proportion to the amount so paid and credited on said principal note.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Alliecia S. Bennett (SEAL)
A. H. Bennett (SEAL)

Recorded of 1st 22 1917
C. H. Little, Recorder
Topeka, Kansas

The following is returned as the original instrument
Duly executed by said parties, that the Central Trust Company of Topeka, Kansas, duly mortgage
and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:
The Southwest Quarter (SW¹/₄) of Section numbered Eleven (11), Township numbered Fourteen (14), Range numbered Eighteen (18) containing 160 acres, more or less.
And the said parties of the first part expressly agree to pay the said notes promptly as they become due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in some solvent incorporated insurance company satisfactory to the said party of the second part for at least _____ dollars, for the benefit of the party of the second part herein or assigns, so long as the debt above secured shall remain unpaid, and make the policy of insurance payable to the party of the second part herein or assigns, as collateral security for the debt hereby secured.
And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of either of said notes or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case the whole of said principal and interest thereon shall, at the option of said second party or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of the said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times such notice being hereby expressly waived by said parties of the first part.
It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the said parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten per cent per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten per cent per annum.
In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct.
Privilege is given the said parties of the first part, their heirs or legal representatives, to make payments on said principal note, in sums of one hundred dollars, or any multiple thereof, at the maturity of any one of the aforesaid coupons, and the amount so paid shall be credited on said principal note, whereupon each of said interest coupons, not then matured, shall have a rebate credit in a sum in proportion to the amount so paid and credited on said principal note.
The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.
IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.
Alliecia S. Bennett (SEAL)
A. H. Bennett (SEAL)