

## MORTGAGE.

## Kansas Real Estate Mortgage.

Know All Men By These Presents, That A.H. Bennett and Allicia S. Bennett, husband and wife, of the county of Shawnee State of Kansas hereinafter designated as the party of the first part, in consideration of the sum of FOUR THOUSAND DOLLARS in hand paid by Fidelity Savings Trust Company of Kansas City, in the County of Jackson, State of Missouri, party of the second part, receipt of which is hereby acknowledged, do hereby Mortgage and Warrant unto the said Fidelity Savings Trust Company the following described real estate situated in the County of Douglas and State of Kansas, to-wit: The Southwest quarter ( $SW\frac{1}{4}$ ) of Section Eleven (11) and a part of the Southeast quarter ( $SE\frac{1}{4}$ ) of section Eleven(11) described as follows: Beginning at the Southwest corner of said Southeast quarter ( $SE\frac{1}{4}$ ), thence East Forty (40) rods, thence North Forty-eight (48) rods, thence West Forty (40) rods, thence South to beginning, all in Township Fourteen (14) South, of Range Eighteen (18) East of the sixth Principal Meridian containing in all 172 acres more or less, according to United States Government Survey.

To Have and to Hold the same, with all the hereditaments and appurtenances thereto belonging, to the said second party and to its successors and assigns forever.

These Presents are made to secure the payment of one certain negotiable Bond or Promissory Note this day made, executed and delivered by said A.H. Bennett and Allicia S. Bennett to the said Fidelity Savings Trust Company for the sum of FOUR THOUSAND DOLLARS payable on the first day of May A.D. 1933, and bearing interest at the rate of  $5\frac{1}{2}$  per centum <sup>per annum</sup> from date, payable annually and evidenced by ten coupons attached thereto. The said bond and coupons are payable at the office of Fidelity Savings Trust Company, Kansas City, Missouri, and each bears interest after maturity at the rate of ten per centum per annum. The said party of the first part, however, reserves the right to pay One Hundred Dollars or any multiple thereof upon said Bond or the full amount thereof, on the day any of said Coupons mature, provided thirty day's notice in writing is given to said <sup>second</sup> party or its assigns that such payment will be made; and provided further that in case such partial payments are so made, no sum less than five hundred Dollars of said Bonds shall at any time remain unpaid the making of such partial payments operating to reduce the amount of the Coupons maturing thereafter proportionately to the amount said Bond is reduced. It is herein agreed particularly as follows: The said Party of the first part shall not suffer waste, nor permit the buildings, fences, and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay, before the same become delinquent, all taxes and assessments upon said premises, general or special, now existing or that may hereafter be levied, or chargeable against said indebtedness or against this instrument by or with

2. JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a copy of the foregoing instrument was made by said District Court, on the 14th day of May A.D. 1933, and that the same is duly recorded in Journal 33, page 202.

Witness my hand this 25th day of May A.D. 1933.  
John Callahan, Clerk District Court

ATTEST:  
S. S. Callahan, J. S. F. 133