

# MORTGAGE RECORD No. 81

Reg. No. 1454  
Fee Paid \$8.00

From  
J. F. McCabria and Ora McCabria, his wife

State of Kansas  
County of Douglas } ss.

This instrument was filed for record in the office of  
REGISTER OF DEEDS

of said County, on the 6 day of May  
1938, at 4:10 o'clock P.M.

To  
THE SECURITY BENEFIT ASSOCIATION  
Topeka, Kansas

*Nancy R. Beck*  
Register of Deeds.

THIS INDENTURE, Made this 6th day of May A. D. 19 38 by  
and between J. F. McCabria and Ora McCabria, his wife,

of the County of Douglas and State of Kansas, part 1 of the first part and THE SECURITY  
BENEFIT ASSOCIATION, a corporation under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part:

WITNESSETH, That the said part 1 of the first part, in consideration of the sum of Three Thousand Two Hundred  
and No/100 --- DOLLARS to them in hand paid, the receipt whereof is hereby acknowl-  
edged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all of the follow-  
ing described real estate, situate in the County of Douglas and State of Kansas, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section One (1), the Southeast  
Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Two (2), the North One-half (N $\frac{1}{2}$ ) of  
the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Two (2), all in Township  
Thirteen (13) South, Range Twenty (20), East of the Sixth P.M. 10cs Railroad right-of-way.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise apper-  
taining, 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 part 1 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 whatsoever.

PROVIDED, Always, and these presents are upon the following covenants and conditions, to-wit:

FIRST. That said part 1 of the first part are justly indebted to the said second party in the sum of  
Three Thousand Two Hundred & No/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, to the said second party, with in-  
terest thereon from May 10, 1938 until maturity, at the rate of 4 1/2 per cent per annum, payable semi annually on the first  
days of May and November.

acruing hereunder, being payable in lawful money of the United States of America, at the office of THE SECURITY BENEFIT ASSOCIA-  
TION, 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.

THIRD. That the said first party shall keep the buildings on said premises insured in some responsible company or companies, approved  
by said second party, for the benefit of said second party, or assigns, in the sum of not less than Windstorm \$3,200.00

and shall deliver the policies and renewal receipts to said second party, and should said first party neglect so to do, the legal holder hereof  
may effect such insurance, and recover of said first party the amount paid thereof with interest at ten per cent per annum, and this mortgage  
shall stand as security therefor.

FOURTH. That said first party shall keep all fences, buildings and other improvements on said premises in as good condition and repair as  
they now are, and shall not suffer waste nor permit the value of said premises to depreciate by neglect or want of care; and should said first  
party neglect so to do, said second party or assigns shall be entitled to immediate possession of said premises.

FIFTH. In case of default of payment of any sum herein covenanted to be paid for the period of ten days after the same becomes due, the  
said first parties agree to pay to the said second party, or its assigns, interest at the rate of ten per cent per annum, computed annually  
on said principal note from the date of default, to the time when said principal and interest shall be fully paid; and in case of default of any of  
the covenants herein contained, the rents and the profits of the said premises are pledged to the legal holder or holders hereof as additional and  
collateral security for the payment of all moneys mentioned herein, and said legal holder shall be entitled to the possession of said property  
by a receiver or otherwise as it may elect. It is also agreed that the taking of possession shall in no manner prevent or retard the second party  
in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be released at the expense of said party of  
the second part; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said  
notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against  
incumbrances, or any other covenant herein contained, then this conveyance shall become absolute, and the whole of said principal and interest  
shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon  
be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate  
shall be sold without appraisal.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed  
their names, and affixed their seal s, on the day and year above mentioned.

(Seal) J. F. McCabria (Seal)  
(Seal) Ora McCabria (Seal)

STATE OF KANSAS,  
County of Douglas } ss.

BE IT REMEMBERED, That on this 6 day of May A. D. 19 38, before me, the under-  
signed, a Notary Public in and for the County and State aforesaid, came

J. F. McCabria and Ora McCabria, his wife

to me personally known to be the same person s. who executed the foregoing instrument and duly acknowledged the  
execution of the same.

(SEAL) IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(Term expires Aug. 12 19 39 ) W. C. Morcier Notary Public.

SECURITY BENEFIT LIFE INSURANCE, SATISFACTION OF MORTGAGE

Formerly THE SECURITY BENEFIT ASSOCIATION, the mortgagee within named, does hereby acknowledge full payment of the debt secured by  
the foregoing mortgage, and authorize the Register of Deeds of Douglas County, Kansas, to discharge the same of record.

IN WITNESS WHEREOF, The said corporation has caused these presents to be signed by its Vice President, Dean L. Smith Secretary and  
its seal to be affixed, this 14th day of April A. D. 19 38 (From THE SECURITY BENEFIT ASSOCIATION)

Herbert F. Laing Vice President. By Dean L. Smith Notary Secretary.  
(Corp. Seal)

This release  
was written  
on the original  
mortgage filed  
this 21st day  
of April  
1938  
J. H. Stokely  
Reg. of Deeds  
Topeka, Kan.