

MORTGAGE RECORD No. 81

Reg. No. 1528
Fee Paid \$ 12.50From
Charles E. Pontius and Mary J. PontiusState of Kansas
County of Douglas } ss.To
THE SECURITY BENEFIT ASSOCIATION
Topeka, KansasThis instrument was filed for record in the office of
REGISTER OF DEEDS
of said County, on the 29 day of June
19 38, at 3:35 o'clock P.M.
Ward D. Bell
Register of Deeds.THIS INDENTURE, Made this 28th day of June A. D. 1938 by
and between Charles E. Pontius and Mary J. Pontius, his wifeof the County of Douglas and State of Kansas, parties 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 125 of the first part, in consideration of the sum of
Five Thousand and No/100 ----- DOLLARS, to them in hand paid, the receipt whereof is hereby acknow-
ledged, 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:Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8),
Thirteen (13) and Fourteen (14) in East Manor, in Given Court, an Addition to the City of
Lawrence.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 succes-
sors and assigns, forever. And the said part 125 of the first part do hereby covenant and agree that at the delivery hereof they arethe lawful owner(s) 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 part 125 of the first part are justly indebted to the said second party in the sum of
Five Thousand and No/100 ----- Dollars, according to the terms of a certain mortgage note or bond of even date
herewith, executed by said part 125 of the first part, in consideration of the actual loan of the sum aforesaid, to the said second party, with in-
terest thereon from June 29, 1938 until maturity, at the rate of 5 per cent per annum, payable semi- annually on the first
days of January and July.in each year, according to the terms of said note; both principal and interest and all other indebtedness
accruing 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 \$5,000.00 Fire\$5,000.00 Tornado ----- Dollars
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 therefor 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 party 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 part 125 of the first part have hereunto subscribed
their names and affixed their seal, on the day and year above mentioned.(Seal) Charles E. Pontius (Seal)
(Seal) Mary J. Pontius (Seal)STATE OF KANSAS,
County of Douglas } ss.BE IT REMEMBERED, That on this 28th day of June A. D. 1938, before me, the under-
signed, a Notary Public in and for the County and State aforesaid, came Charles E. Pontius and Mary J. Pontius, his wifeto 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 Oct. 3rd 19 40) Arthur C. Peck Notary Public.

SATISFACTION OF MORTGAGE

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 ----- County, Kansas, to discharge the same of record.IN WITNESS WHEREOF, The said corporation has caused these presents to be signed by its National President, National Secretary and
its seal to be affixed, this ----- day of ----- A. D. 19 -----

THE SECURITY BENEFIT ASSOCIATION.

National President. By ----- National Secretary.