

# MORTGAGE RECORD No. 81

Reg. No. 1582  
Fees Paid \$ 17.00

From  
R. B. Cooley, et ux  
To  
THE SECURITY BENEFIT ASSOCIATION  
Topeka, Kansas

State of Kansas } ss.  
County of Douglas }  
This instrument was filed for record in the office of  
REGISTER OF DEEDS  
of said County, on the 10 day of August  
19 38 at 11:35 o'clock A.M.  
Harold A. Williams  
Register of Deeds.

THIS INDENTURE, Made this first day of August A. D. 19 38 by  
and between R. B. Cooley and Myrtle E. Cooley, his wife,

of the County of Pottawatomie and State of Kansas, part 100. 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 parties of the first part, in consideration of the sum of Six Thousand Eight 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 Kansas, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$ ) of Section Sixteen (16), Township Fourteen (14) South, Range  
Twenty (20), East of the Sixth Principal Meridian in Douglas County.

The East One Hundred (100) Feet of Lots Three (3) and Five (5), and all of Lots Two (2)  
and Six (6) except One (1) acre off the East end of said Lots Two (2) and Six (6) in  
Section Twenty-Four (24), Township Ten (10) South, Range Nine (9), East of the Sixth  
Principal Meridian in Pottawatomie County.

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 success-  
ors 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 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 parties of the first part are justly indebted to the said second party in the sum of  
Six Thousand Eight Hundred and 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 inter-  
est thereon from August 15, 1938, until maturity, at the rate of 4 per cent per annum, payable semi-annually on the first  
days of March and September

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 Five \$3,000.00

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 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 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 appraisement.

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) R. B. Cooley (Seal)  
(Seal) Myrtle E. Cooley (Seal)

STATE OF KANSAS,  
County of Shawnee } ss.

BE IT REMEMBERED, That on this 5th day of August A. D. 19 38, before me, the under-  
signed, a Notary Public in and for the County and State aforesaid, came R. B. Cooley and Myrtle E. Cooley, his wife

(SEAL) to me personally known to be the same person(s) who executed the foregoing instrument and duly acknowledged the  
execution of the same.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(Term expires March 8 19 41) Harold M. Williams 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 Shawnee 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 att to be affixed, this --- day of --- A. D. 19 ---

THE SECURITY BENEFIT ASSOCIATION.  
National President. By --- National Secretary.