

MORTGAGE RECORD No. 81

Reg. No. 1827 <
Fee Paid \$7.50

From
M. A. Gorrill and Clara E. Gorrill
 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 8 day of April
 1939, at 9:50 o'clock A.M.
David A. Deek
 Register of Deeds.

THIS INDENTURE, Made this Sixth day of April A. D. 1939 by
 and between M. A. Gorrill and Clara E. Gorrill, his wife

of the County of Douglas and State of Kansas, part 1st. of the first part and THE SECURITY
 BENEFIT ASSOCIATION, a corporation under the laws of Kansas, located at Topeka, Shawnee County, Kansas, part 2nd. of the second part.

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of
Three Thousand and No/100 ----- DOLLARS, to them ----- in hand paid, the receipt whereof is hereby acknow-
 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:

North Half of the Southeast Quarter (N4SE1/4) and the Southeast Quarter of the
 Southeast Quarter (SE1/4SE1/4), Section Nine (9), Township Fourteen (14), South,
 Range Twenty (20), East of the Sixth Principal Meridian.

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 1st. of the first part do hereby covenant and agree that at the delivery hereof, they are -----

the lawful owner &c. 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 1st. of the first part are ----- justly indebted to the said second party in the sum of -----
Three Thousand and No/100 ----- Dollars, according to the terms of a certain mortgage note or bond of even date
April 12, 1939
 herewith, made by said part 1st. of the first part, in consideration of the actual loan of the sum aforesaid, to the said second party, with in-
 terest thereon from April 12, 1939 until maturity, at the rate of 4 1/2 per cent per annum, payable semi- annually on the first
 days of April and October

in each year, and ----- 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 \$1,500.00 Fire -----

\$1,500.00 Windstorm ----- 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 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 party ----- 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 part 1st. of the first part ----- have ----- hereto subscribed ----- their
 names and affixed ----- seal -----, on the day and year above mentioned.

Witness to mark of Clara E. Gorrill ----- (Seal) ----- M. A. Gorrill ----- (Seal)
 ----- C. B. Hosford ----- (Seal) ----- Clara E. X Gorrill ----- (Seal)

STATE OF KANSAS, } ss.
 County of Douglas }
 I, BE REMEMBERED, That on this 7 day of April A. D. 1939, before me, the under-
 signed, a Notary Public in and for the County and State aforesaid, came M. A. Gorrill and Clara E. Gorrill, his wife,

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

C. B. Hosford
 (Term expires June 26, 1939) 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 Douglas 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 3rd day of April A. D. 1939

THE SECURITY BENEFIT ASSOCIATION.
Caplan National President. By P. J. Lewis National Secretary.

This release
 was written
 on the original
 mortgage
 41 returned
 this day
 of April
 1939
David A. Deek
 Reg. of Deeds