

# MORTGAGE RECORD No. 81

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| From<br><u>M. A. Gorrell and</u><br><u>Clara E. Gorrell</u><br>To<br>THE SECURITY BENEFIT ASSOCIATION<br>Topeka, Kansas | State of Kansas<br>County of Douglas<br>This instrument was filed for record in the office of<br>REGISTER OF DEEDS<br>of said County, on the <u>5</u> day of <u>December</u><br>1939, at <u>3:35</u> o'clock <u>P.M.</u><br><u>Harold A. Reed</u><br>Register of Deeds. |
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THIS INDENTURE, Made this Sixth day of April A. D. 19 39 by and between M. A. Gorrell and Clara E. Gorrell, his wife,

of 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 1<sup>st</sup> 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 acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situate in the County of Douglas and State of Kansas, to-wit:

North Half of the Southeast Quarter (N1/2SE1/4) 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.

This mortgage is given solely for the purpose of correcting an error in the body of the mortgage of April 6, 1939 between the parties hereto, filed for record April 8, 1939 in Volume 81 at page 86 in the mortgage records of Douglas County, Kansas

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, 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 parties 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 whomsoever.

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

FIRST. That said part 1<sup>st</sup> 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 herewith, executed by said part 1<sup>st</sup> of the first part, in consideration of the actual loan of the sum aforesaid, to the said second party, with interest thereon from April 12, 1939 until maturity, at the rate of 6 1/2 per cent per annum, payable semi annually on the first days of April and October.

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 ASSOCIATION, 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.

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 appraisal.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part Have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

(Seal) M. A. Gorrell (Seal) Clara E. Gorrell

Witness to mark of C. B. Hosford Her Mark

STATE OF KANSAS, County of Douglas ss.

BE IT REMEMBERED, That on this 2 day of December A. D. 19 39, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

M. A. Gorrell and Clara E. Gorrell, 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.

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

(SEAL) (Term expires June 26 1943) C. B. Hosford 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 2nd day of April A. D. 19 40.

THE SECURITY BENEFIT ASSOCIATION. National President. By R. B. Lewis National Secretary.

This release was written on the original mortgage. 4 entered this day of April 1940.

(Conf. Seal)