

From
Everett D. Kiefer and Elsie
B. Kiefer, his wife
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 25th day of September
1940, at 1:50 o'clock P.M.
Narvel D. Beck
Register of Deeds.

THIS INDENTURE, Made this 25th day of August A. D. 1940 by
and between Everett D. Kiefer and Elsie B. Kiefer, his wife

of the County of Suffolk and State of Massachusetts, 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 parties of the first part, in consideration of the sum of
Two Thousand Five Hundred and 00/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do hereby 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:

That Part of the Northwest Fractional Quarter (NW 1/4), Section Thirty-two (32), Township Twelve (12), South of Range Twenty (20), East of the 6th P.M., described as beginning Eleven and Forty-three Hundredths (11.43) chains West of the Southeast corner of Lot Three (3) in said Northwest Quarter (NW 1/4); thence North Sixteen and Ninety-four Hundredths (16.94) chains, West Seven and Seventeen Hundredths (7.17) chains, South Sixteen and Twenty-four Hundredths (16.24) chains, South Seventy-six (76) degrees, East Two and Fifty-one Hundredths (2.51) chains, thence East Four and Sixty-five Hundredths (4.65) chains to beginning, containing Twelve (12) acres, more or less, less the Two (2) acres described as follows: Beginning at a point in the South line of the Northwest Fractional Quarter (NW 1/4), Section Thirty-two (32), Township Twelve (12), Range Twenty (20) East, Eleven and Forty-three Hundredths (11.43) chains and Two Hundred Thirty-one and Sixteen Hundredths (231.16) feet West of the Southeast corner of Lot Three (3) in said Northwest Quarter (NW 1/4), thence North Three Hundred Seventy-eight and Seventy-five Hundredths (378.75) feet, thence West Two Hundred Thirty-nine and Sixty-six Hundredths (239.66) feet, thence South Three Hundred Thirty-five and Nine Hundredths (335.09) feet, thence South Seventy-six (76) degrees East Two and Fifty-one Hundredths (2.51) chains, thence East Eighty and Eighty-nine Hundredths (80.89) feet, more or less, to the place of beginning, containing Two (2) acres, more or less.

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 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 Two Thousand Five Hundred and 00/100 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 interest thereon from October 1, 1940 until maturity, at the rate of 5 percent per annum, payable monthly on the first days of each month thru.

SECOND. 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.

THIRD. 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.

FOURTH. 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 \$2,500.00 Fire.

FIFTH. That said parties of the first part 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.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and it 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 seals, on the day and year above mentioned.
(Seal) Everett D. Kiefer (Seal)
(Seal) Elsie B. Kiefer (Seal)

STATE OF KANSAS } ss.
County of Suffolk }

BE IT REMEMBERED, That on this 3rd day of September A. D. 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Everett D. Kiefer and Elsie B. Kiefer, his wife

to me personally known to be the same persons 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 October 20 1940) William B. Nash 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 Secretary and its seal to be affixed, this 19th day of September A. D. 1940 Secretary
Q. A. Williams Secretary.

This release was written on the original mortgage entered this 25th day of September 1940.