

MORTGAGE RECORD No. 81

Reg. No. 2475
Fee Paid \$19.00

From
Ida M. Hodson, a widow, and
Amos Hodson, a single man
 To
 THE SECURITY BENEFIT ASSOCIATION
 Topeka, Kansas

State of Kansas
 County of Douglas } ss.

This instrument was filed for record in the office of
 REGISTER OF DEEDS

of said County, on the 30 day of October
 1940, at 11:57 o'clock A.M.

Harold D. Beck
 Register of Deeds

THIS INDENTURE, Made this 29th day of October A. D. 1940 by
 and between Ida M. Hodson, a widow, and Amos Hodson, a single man

of the County of Douglas and State of Kansas, part -- 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 Seven Thousand Six Hundred Fifty
and 00/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowl-
 edged, do hereby 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:

Beginning at the Southwest corner of Section Four (4), Town-
 ship Twelve (12) South of Range Nineteen (19), East of the
 Sixth (6th) Principal Meridian; thence East along the South
 line of said Section Four (4), Three Thousand Ninety-eight
 and Sixty-one Hundredths (3098.61) feet; thence North parallel
 to the West line of said Section Four (4) Three Thousand One
 Hundred Eighty-two and Seventy-five Hundredths (3182.76) feet
 to the North bank of the Kansas River; thence following the
 high bank of said river in a Southwesterly direction to inter-
 section with the West line of said Section Four (4), thence
 South along the West line of said Section Four (4) One Thousand
 Forty-three and Twenty-five Hundredths (1043.25) feet to the
 point of beginning; also the Northwest Quarter (NW¹) of Section
 Seventeen (17), Township Twelve (12), Range Nineteen (19)

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 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 parties of the first part are justly indebted to the said second party in the sum of Seven Thousand
Six Hundred Fifty and 00/100 Dollars, according to the terms of a certain mortgage note or bond of even date
due November 1, 1930, 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 in-
 terest thereon from October 30, 1930 until maturity, at the rate of 4 per cent per annum, payable semi- annually on the first
 days of May and November

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 \$2,000.00 - Fire

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 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 seals, on the day and year above mentioned.

(Seal) Ida M. Hodson (Seal)
 (Seal) Amos Hodson (Seal)

STATE OF KANSAS,

County of Douglas } ss.BE IT REMEMBERED, That on this 29th day of October A. D. 1940, before me, the under-

signed, a Notary Public in and for the County and State aforesaid, came

Ida M. Hodson, a widow, and Amos Hodson, a single man

to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the

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

Frank E. Banks

Notary Public.

(Term expires Nov. 8 1942)

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 May A. D. 1942.

THE SECURITY BENEFIT ASSOCIATION.

By J. M. Kirkpatrick National President. (Corp. Seal) National Secretary.

This Release
 was written
 on the original
 Mortgage
 and entered
 this 3rd day
 of May
 1942
Harold D. Beck
 Reg. of Deeds