

DOUGLAS COUNTY

thence South one hundred six (106) feet, thence East one hundred sixty-five (165) feet for a point of beginning; thence South fifty-four (54) feet, thence East thirty-five (35) feet, thence North one hundred four (104) feet, thence West thirty-five (35) feet, thence South to the point of beginning, in Douglas County, Kansas, and an easement consisting of the right to use the roadway running along the South side of the above described tract of land which is described as "the privilege to use the roadway running along the South side of the above described tract of land for the purpose only of ingress and egress to said tract, the said second party acquiring no right nor title to said roadway at any time, other than said privilege," in a certain deed which is dated the 24th day of May, A.D. 1937, made and executed by Daisy Leona Harrison and Carl E. Harrison, her husband; Donald R. Harrison and Helen Harrison, his wife, parties of the first part, to H. W. Hoffmann, party of the second part, and recorded in the office of the Register of Deeds in Douglas County, Kansas, in book 136 at page 408 of the records of said office.

This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage on the remaining land described in said mortgage, but shall only be construed as a release from the lien of said mortgage of the land and easement above described.

In Witness Whereof, the said The First National Bank of Lawrence, Kansas, has hereunto caused this Release to be signed on its behalf by its Vice President, thereunto duly authorized so to do, and has caused its corporate seal to be hereunto affixed this 2nd day of July A.D. 1937;

(CORP. SEAL)

The First National Bank of Lawrence, Kansas
By F. C. Whipple
Vice President

State of Kansas, County of Douglas, ss:

Be It Remembered, That on this 2nd day of July A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came F. C. Whipple, Vice President of The First National Bank of Lawrence, Kansas, a corporation duly organized, incorporated and existing under and by virtue of the laws of the United States of America, who is personally known to me to be such officer, and who is personally known to me to be the person who executed, as such officer, the foregoing instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation,

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

Arthur S. Peck

(NOTARY PUBLIC SEAL) My term expires 10/3 1940

Recorded July 2, 1937 at 2:20 P.M.

Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 28th day of June A.D. 1937 by and between C. B. Rumsey and Mabel Rumsey, his wife, J. C. Rumsey and Charlotte Rumsey, his wife, and H. C. Rumsey and Laura Rumsey, 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 parties of the first part, in consideration of the sum of TEN THOUSAND & 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:

Lots Numbered Thirty Two (32) and Thirty Four (34) on Finckney Street in the City of Lawrence, in 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 parties of the first part are justly indebted to the said second party in the sum of Ten Thousand & 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 interest thereon from July 1, 1937 until maturity, at the rate of 5 1/2 per cent per annum, payable semiannually on the first days of January and July 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 Five \$10,000 Windstorm \$10,000/AR 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 the 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,

This release was written on the original mortgage

entered the 30th day of July 1937

Harold A. Beck
Reg. of Deeds

RFE 20,1116
Reg. Fee \$25.00 Receiving No. 4542.

The Security Benefit Association, the mortgagee, with a remedy of foreclosure, shall have the right to sell the premises, and the proceeds of such sale shall be applied to the payment of the mortgage, and the balance, if any, shall be paid to the mortgagor. It is further agreed that the mortgagor shall not be entitled to redeem the premises until the mortgage has been paid in full. In witness whereof, the parties have hereunto set their hands and seals at Topeka, Kansas, this 28th day of June, A.D. 1937.

(Copy Seal)