

MORTGAGE RECORD 83

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.

Ernest W. Young  
Mabel Young

STATE OF KANSAS }  
County of Douglas } ss.

BE IT REMEMBERED, That on this 12th day of October A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ernest W. Young and Mabel Young, 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.

Arthur S. Peck  
Notary Public.

(SEAL) Term expires Oct.3rd 1940

Recorded October 12, 1937 at 10:00 A.M.

Walter A. Beck Register of Deeds  
By Ruth Theodor Deputy.

Receiving No. 5043

MORTGAGE

Reg.No. 1248  
Fee Paid \$12.50

THIS INDENTURE, Made this 12th day of October, A.D. 1937 by and between Carl B. Althaus and Ruth D. Althaus, 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 Five 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:

The South Half (S $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty One (21) and the North Ten acres (N10A) of the North Half (N $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty One (21) all in Township Twelve (12), Range Twenty (20) East of 6th P.M.

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 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 Five Thousand and 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 October 15, 1937 until maturity, at the rate of 4 $\frac{1}{2}$  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 the 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 of companies, approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$3,500 Fire \$3,500 Tornado 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 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 holder's 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 parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Carl B. Althaus  
Ruth D. Althaus

STATE OF KANSAS }  
County of Douglas } ss.

BE IT REMEMBERED, That on this 12th day of October A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl B. Althaus and Ruth D. Althaus, his wife to

*This security benefit association, the mortgage with interest, full payment of the debt secured by this mortgage, and the proceeds of the sale of the premises, shall be paid to the Security Benefit Association, a corporation under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part.*  
*(Copy 3-20)*  
Release on the original mortgage - this is the original of the mortgage - the original of the mortgage is in the possession of the Security Benefit Association, a corporation under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part.  
By Walter A. Beck Register of Deeds  
By Ruth Theodor Deputy.