

DOUGLAS COUNTY

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.

(SEAL) Term expires Oct. 3rd 1940

Arthur S. Peck
Notary Public.

Recorded October 12th, 1937 at 1:50 P.M.

Harold G. Beck Register of Deeds.

Receiving No. 5044.

MORTGAGE

Reg. No. 1249
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:

Commencing at the Southeast corner of the Southeast Quarter of Section 29; thence North 53 1/3 rods; thence North 40 rods; thence West 53 1/3 rods; thence South to the West line of Section 32, thence West to the Northwest corner of Lot No. 6 in said Section 32 on the Bank of the Kansas River, 10.38 chains, thence South 69° East 6.43 chains, thence South 74°45' East 4.54 chains, thence Southeasterly along the bank of said river to the East line of said Lot No. 6 of Section 32, thence North along the East line of said Section 32 to the place of beginning, being in Sections 29 and 32; Also a part of the Southeast Quarter of Section 29, described as follows: Commencing 1760 feet West of the Southeast corner of said Southeast Quarter of Section 29, thence North 660 feet; thence West 264 1/3 feet; thence South 660 feet; thence East 264 1/3 feet to beginning, (also described as the East 1/3 of the West 1/3 of South 40 acres of said Southeast Quarter of said Section 29) reserving a right of way for public use 30 feet wide from North to South across the North line of said tract of land; Also the West 4.16 acres of the East 9.16 acres of the South Half of the South Half of the Southeast Quarter of Section 29; Also Commencing at the Southeast corner of the Southeast Quarter of Section 29, thence North 40 rods, thence West 20 rods, thence South 40 rods, thence East 20 rods to the place of beginning, containing 5 acres less a strip of land 25 feet wide off the North side for a street, excepting however from the land above described the land described in the deed recorded in Book 119, page 476 and in the deed recorded in Book 119, page 385 of the records of Douglas County, Kansas, all the land above described being in Township 12, Range 20, all East of the Sixth Principal Meridian

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 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 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 \$8,000 Fire \$8,000 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 on 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 appraisalment.

The Security Benefit Association, Inc. is a corporation organized under the laws of Kansas, and is duly licensed to do business in the State of Kansas. The above described premises are situated in the County of Douglas and State of Kansas, and are subject to the lien of the mortgage herein described. This mortgage is being recorded for the purpose of perfecting the lien of the mortgage herein described. The date of this mortgage is the 12th day of October, 1937.

This mortgage was written on the original mortgage entered this 23rd day of October, 1937.

Harold G. Beck
Reg. of Deeds.