

MORTGAGE RECORD 83

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 30th day of October A.D. 1937 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Louisa C. Don Carlos, a widow to me personally known to be the same person 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) My Commission Expires April 10, 1941.

S.A. Wood
Notary Public.

Recorded November 1, 1937 at 1:45 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 5135

Reg. No. 1271
Fee Paid \$20.00

MORTGAGE

THIS INDENTURE, Made this 2nd day of November A.D. 1937 by and between L.H. Menger and Hattie Menger, 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 Eight 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 North Half (1/2), less Six Inches (6") off the North side thereof, of Lot Twenty Eight (28) on Massachusetts Street in the City of Lawrence.
Lots Ten (10), Eleven (11), and Twelve (12) in Block Six (6) of Lane's First Addition to the City of Lawrence.

It is understood and agreed that the above described premises should not be used for mortuary purposes at any time while this mortgage is in force and effect.

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 Eight 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 November 8, 1937 until maturity, at the rate of 4 1/2 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 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 assign in the sum of not less than \$8,000 Fire \$8,000 Windstorm 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 legalholder 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.

L.H. Menger
Hattie Menger.

This release was written on the original mortgage entered this 28th day of October 1937
Harold A. Beck
Reg. of Deeds

the Security Benefit Association has advised the Register of Deeds of the debt secured by the foregoing mortgage, and has agreed to sign the same as a condition precedent to its sale to be affixed, this 28th day of October, A.D. 1937.
J.H. Security Benefit Association - National Secretary
(Cry. Seal)