

MORTGAGE

THIS INDENTURE, Made this 6th day of November A.D. 1937 by and between Lloyd Duffee and Estelle E. Duffee, 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 Northwest Quarter (NW $\frac{1}{4}$) of Section Six (6); and Beginning at the Northeast (NE) corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Six (6), thence West One Thousand Four Hundred Eighty One (1481) Feet, thence South Twenty Six (26) Degrees Thirteen (13) Minutes East Two Hundred Seventy Two (272) Feet, thence South Fourteen (14) Degrees Forty Two (42) Minutes East Sixty Four (64) Feet, thence South Twenty Three (23) Degrees Eighteen (18) Minutes East Sixty Six (66) Feet, thence South Eighty Five (85) Degrees Forty Nine (49) Minutes West One Hundred Seventy Seven (177) Feet, thence South Four (4) Degrees Forty Eight (48) Minutes West One Hundred Ninety (190) Feet, thence South Twenty Two (22) Degrees Eighteen (18) Minutes West One Hundred Sixty (160) Feet, thence South Six (6) Degrees Twelve (12) Minutes East Five Hundred Fifty Seven (557) Feet, thence South Twenty Four (24) Degrees Eighteen (18) Minutes West Two Hundred Sixty (260) Feet, thence South Fifty Eight (58) Degrees Forty Two (42) Minutes East Four Hundred (400) Feet, thence South (S) on Eighty (80) rod line to the South (S) line of said quarter section, thence East (E) Eighty (80) rods, thence North (N) One Hundred Sixty (160) rods to place of beginning, containing Eighty Eight and Seventy Five One Hundredths (88.75) acres, all in Township Thirteen South (13 S) of Range Nineteen East (19 E) of the Sixth (6th) Principal Meridian.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and allrights 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 November 1, 1937 until maturity, at the rate of 4 $\frac{1}{2}$ per cent per annum, payable semi-annually on the first days of February and August 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 \$4,000 Fire \$4,000 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 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 releases 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.

Lloyd Duffee
Estelle E. Duffee

STATE OF KANSAS,
County of Douglas, ss.

BE IT REMEMBERED, That on this 6th day of November A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lloyd Duffee and Estelle E. Duffee 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.

(SEAL) (Term expires Oct. 3rd 1940)

Arthur S. Peck
Notary Public.

Recorded November 6, 1937 at 11:25 A.M.

Harold A. Beck Register of Deeds.

The Security Benefit Association, the mortgage, with its proceeds, does hereby acknowledge full payment of the debt & for Extension under Rev. St. Sec. 339
 executed by the foregoing parties, and delivery to the Register of Deeds of Douglas County, Kansas, to
 In witness whereof, the said Notary Public has caused these presents to be signed by it, his official seal
 and the seal to be affixed, this 30th day of January 9, 1948.
 (Copy Seal)
 Arthur S. Peck, Notary Public
 This return
 was written
 on the original
 mortgage
 this 30th
 day of
 Jan. 9,
 1948.
 Harold A. Beck
 Reg. of Deeds