

MORTGAGE RECORD 83

1937 due and payable in installments with interest thereon from the date thereof until paid, according to the terms of said note.

And this conveyance shall be void if such payment be made as in said note and as in hereinafter specified. And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the party of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, her executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law-appraisement waived or not, at the option of the party of the second part, her executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part, her heirs or assigns.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Witness to mark of Margaret E. Wymer)
Lois Deroche, Witness
R.W. Sears

her
Margaret E. X Wymer
mark

State of Kansas, Shawnee County, ss.

BE IT REMEMBERED, That on this 10th. day of November, A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Margaret E. Wymer, Widow to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the day and year last above written.

(SEAL) (My commission expires December 14, 1938)

L.B. Myers
L.B. Myers Topeka, Kansas
Notary Public.

Recorded November 17, 1937 at 11:00 A.M.

Harold A. Beck Register of Deeds.
By Ruth Hedlow Deputy.

Receiving No. 5221 A

Reg. No. 1292
Fee Paid \$6.25

MORTGAGE

THIS INDENTURE, Made this 19th day of November, A.D. 1937 by and between F.C. Whipple and Elsie H. Whipple, 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 Two Thousand Five Hundred & NO/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, as 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 Sixty Eight Feet (68') of Lot Numbered Twenty (20), and the South Forty One Feet (41') of Lot Numbered Twenty One (21) in Block Seventeen in Babcock's enlarged Addition to the City of Lawrence.

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 Two Thousand Five Hundred & 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 24, 1937 until maturity, at the rate of 5 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, 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 \$2,500.00 Fire \$2,500.00 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.

The Security Benefit Association, Topeka, Kansas, with a record and a copy of the mortgage note and bond of even date herewith, and a copy of the deed of said Douglas County, Kansas, to the Security Benefit Association, Topeka, Kansas, for the purpose of recording the same.

(For Return of value \$25.00 not Reg.)