Receiving No. 5264 A

## DOUGLAS COUNTY Reg. No. 1303 Fee Paid \$9.75

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( NAME

## MORTGAGE

THIS INDENTURE, Made this 30th day of November A.D. 1937 by and between W. H. Taylor, a single ran of the County of Dougles and State of Kansas, party 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:

of the second part: WITHESEETH, That the said party of the first part, in consideration of the sum of Three Thousand Pive Hundred & No/100 - - DOLLARS, to him in hand paid, the receipt whereof is hereby acknowledged, do es by these presents grant, bargain, sell and convey unto the said party of the second part, its success sors and assigns, all of the following described real estate, situate in the County of Douglas and find of the following described real estate. sors and assigns, all of State of Kansas, to-wit:

The East One-half  $(E_2^0)$  of the Northwest Quarter  $(MN_4^1)$  of Section Twenty-three, (23), Township Twelve (12), Range Mineteen (19).

TO HAVE AND TO HOLD the sime, with all and singular the horeditaments and appurtenances thereunt belonging or in anywise appertaining, and all rights of homestead exemption and every contingent right belonging or in anywise appertaining, and all rights of homestead exemption and every contingent right belonging of in anywhole apportanting, and main rights of nonsetend examples and every contingent right or estate therein, unto the said party of the second part, its successors and assigns, forever. And the said party of the first part does hereby coverant and agree that at the delivery hereof, he is the lawful owner of the premises above granted, and spice of a good and indefeesible estate of inheritance therein, free and clear of all incumbrances, and that he 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 whomseever.

against the larful claims of all persons whomseever. PROVIDED, Always, and these presents are upon the following covenants and conditions, to-wit: FIRST. That said party of the first part is justly indebted to the said second party in the sum of Three Thousand Five Hundred & No/00 - - Dollars, according to the turns of a certain mortgage note or bond of even date herewith, executed by said party of the first part, in consideration of the actual loan of the sum aforesaid, to the said second party, with interest thereon from December 3, 1937 until maturity, at the rate of 5 per cent per annum, psyable seni annually on the first days of May and Novem ber in each yeor, seconding to the terms of said note; both principal and interest said all other indebt-edness accruing hereunder, being payable in lawful money of the United States of America, at the office of THE SECURITY DENETIT ASSOCIATION, in Topeka, Kenses, and all of said notes berring ten per cent int-erest after due.

erest after due. SECOND. That the said first party shall pay all taxes and assessments now due, or which may be-come due, on said premises before the same become delinquent; and in case not so peid, the holder of thi

Scone due, on said premises before the size becore delinquent; and in case net so peid, the holder of the mortgage may pay such taxes and assessments and recover the amount so paid with interest therein at the rate of ten per cent per annum, and this mortgage shall stand as security therefor. THERD. That the said first party shall keep the buildings on said premises insured in some re-sponsible company or companies, approved by said second party, for the benefit of said second party, or assigns, in the sum of net less then " None Required Dollars, and shall deliver the policies and renewal receipts to said second party, and should said first party the renout 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 deliver the party neglect so to do, said provises to depreciate by neglect or wint of care; and should said first party neglects. FURTH. In case of default of payment of any sum herein covenneted to be paid for the period of ten days after the same becomes due, the said first party agrees to pay to the said premises. FIRTH. In case of default of payment of any sum herein covenneted to be paid for the period of ten days after the same becomes due, the said first party agrees to pay to the said principal note of default of any of the covenants herein contained, the rents and the profits of the said premises are of default of any of the covenants herein contained, the rents and the profits of the said premises are of default of any of the covenants herein contained, the rents and the profits of the said premises are of default of any of the covenants herein contained, the rents and the profits of the said premises are of default of any of the covenants herein contained, the rents and the profits of the party to pay to the said premises are of default of any of the covenants herein contained, the of default of any of the covenants here in contained, in indicat and indicate shall be fully paid and in case of default of any of the covenants here in contained, the rents and the profits of the said premises are pledged to the legal holder or holders hereof as additional and collatoral security for the payment of all moneys mentioned herein, and said legal holder shall be entitled to the possession of aid property by a receiver or otherwise as it may elect. It is also agreed that the taking of possession shall in m

by a receiver or otherwise as it may elect. It is also agreed that the taking of possession shall in m manner prevent or reterd the second party in the collection of said sums by forcelosure or otherwise. SIXIN. 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, in the compensate select in provided herein, or if default be made in the agreement to insure. 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 / forcelesed immediately for the whole of said money, interest and costs, without further notice. In case of such forcelesure, said real estate shall be sold without appraisement. IN WINESS WIEREOF, the said party of the first part has hereunto subscribed his name and affixed bit seal or the day and your provided more and and the said party of the first part has hereunto subscribed his name and affixed bit seal or the day and your provided more and and the said party of the first part has hereunto subscribed his name and affixed bit seal or the day and your provided more and your provided more and your provided here and the said party of the first part has hereunt subscribed his name and affixed bit seal or the day and your provided here and your prov

his seal, on the day and year above mentioned.

W. H. Taylor

STATE OF KANSAS,

STATE OF KANNAS, ) County of Dougles,)ss. BE IT REMEMBERED, That on this 30th day of November A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. H. Teylor, a single man to me personall 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 scal, the day and year

(SEAL) (Term expires Aug. 19 1939)

Geo. D. Walter Notary Public.

Recorded November 30, 1937 at 4:10 P.N.

Narold a. Buck Register of Deeds.

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District Court of Dearbai Con foreclosure of the mortrage 1

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CALLARAN.

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