Receiving No. 5400 - DOUGLAS COUNTY Reg. No. 1331 - Fair 812 Fee. Paid \$12.50

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## MORTGAGE

THIS INDENTURE, Made this 31st day of December A.D. 1937 by and between Charles A. Schaake and Isabelle V. Schanke, his wife of the County of Dougles and State of Mansas, perties of thefirst part, and THE SECURITY BENEFIT ASSOCIATION, a corporation under the laws of Kansas, located at Topoka, Shaw-nee County, Kansas, party of the second part WINESSERT, finat 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 pres-ents grant, bargain, sell and convey unto the said party of the second part, its duccessors and assign, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The North Forty (N 40) acres of the West Eighty (W 80) acres of the Northwest (NW) fractional Quarter  $\begin{pmatrix} 1 \\ 2 \end{pmatrix}$  of Section Four (4), Township Thirteen (13), South, Range Twenty (20), East, and The East Half (Eg) of the Northwest (NW) fractional Quarter  $\begin{pmatrix} 1 \\ 4 \end{pmatrix}$  of Section Four (4), Township Thirteen (13) South Range Twenty (20), East, and

A tract beginning at the Northwest cornor of the Northeast Quarter (NE1) of Section Four (4) Township Thirtson (13), South, Range-Twenty (13), South, Range Twenty (20), East; thence East along the North line of said Quarter Section Seven Hundred Twenty Two (722) Feet; thence South parallel with East line of said Quarter Section One Thousand One Hundred Thirty Six and Five Tantha (1136.6) Feet to North line of schilden, Topeka and Santa Fe Reilroad Right-of-Waythom Northwest along the North line of said Railroad Right-of-Way Eight Hundrad (800) Feet, more or less, to the Most line of said Quartor Section; thence North along the West line of said Quarter Section to the point of beginning, containing Sixteen and Fifteen One Hundrodths (16.16) acros.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances there-unto belonging or in anywise apportaining, 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 soized of a good and indefeesible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quict and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomeover. PROVIDED, Always, and these presents are upon the following covenants and conditions, to-wit: FIRST, That "said parties of the first part are justive indebted to the said second party in the

FIRST, That tsaid 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 Sum of Five incusand and no/nuo bollars, 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 Jenuary 3, 1938 until maturity, at the rate of 4% per cent per annun, payable semi-annually on the first days of Jenuary and July in each year, according to the terms of said note; both principal and interest and all other indebtedness acoruing hereunder, being payable in lawful money of the United States of America, at the office of THE SECURITY EENEFIT ASSOCIATION, in Topeka, Kansas, and all of said notes bearing ten per cent interest after due.

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 paid, the holder of this mortgage may pay such taxes and assessments, and recover the amount so paid with interest there-on 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 seid premises insured in come re-sponsible company or companies, approved by said second party, for the bonefit of said second party, rations, in the sum of not less than Fire - \$5,000 Windstorm - \$5,000 Dollars, and shall deliver the policies and renewal receipts to said second party, end 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. FOURTH. That said first party shall keep all femces, buildings and other, improvements on said premises in as good condition and repair as they now are, and should adi first party meglect so to do, said premises to depreciate by neglet or want of core; and should adi first party neglect so to do,

premises in as good condition and repair as they now are, and shall not suiror/mor permit the value or 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 covenneted 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 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 accouncert barein contained the rates and the monfits of the said premises are 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 provent 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 SIXTH. If such payments be made as herein specified, this convoyance 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 in-sure, or in the covenant against incumbrances, or any other covenant herein contained, then this con-veyance 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 there-upon be foreclosed immediately for the whole of said money, interest and costs, without further notice In case of such foreclosure, said real tests of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned. is to

Charles A. Schaake Isabelle V. Schaake

STATE OF KANSAS County of Douglas )

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> BE IT REMEMBERED, That on this 31st day of December A.D. 1937, before me, the undersigned, a Notary Public in and for the County und State aforesaid, came Charles A. Schaeke and Isabelle V. Schaake, his wife, 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, on the day and year last above written.

(SEAL) (Term expires May 28 1941)

Ruth Christianson Notary Public,

oosid January 3, 1938 at 9:50 A.M.

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Hard G. Steck Register of Deads.