

(The following is endorsed on the original instrument recorded in Mortgage Record 74, Page 473.)

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Lola Dyer.

Lola Dyer Admix of Estate of
Rose Jardon Deceased.

STATE OF Kansas)
COUNTY OF Douglas) SS:

BE IT REMEMBERED, That on this 14 day of January A.D.1938 before me, the undersigned, a Notary Public in and for said County and State, came Lola Dyer, Administratrix of the Estate of Rose Jardon, deceased the mortgage named in the foregoing mortgage to me known to be the same person who as such Administratrix executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL) My Commission Expires May 15 1939.

W.M. Clark
Notary Public.

Recorded January 15, 1938 at 9:50 A.M.

Register of Deeds.

Receiving No. 5470 ✓

Reg. No. 1339
Fee Paid \$2.50

THIS INDENTURE, Made this 13th day of January A.D. 1938 by and between Charles G. Husted and Clara L. Husted, 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 One 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, his successors and assigns, all of the following described real estate, situate in the County of Douglas and State of Kansas to-wit:

A tract commencing at a point Twenty-Four and Forty-Eight-One Hundredths (24.48) chains East from the Southwest corner of Southwest Quarter (SW¹/₄), Section Seven (7), Township Twelve (12), South, Range Twenty (20) East; thence running East Twelve and Twenty-Two Hundredths (12.22) chains; thence North Forty (40) chains; thence West Twelve and Twenty-Two (12.22) chains; thence South Forty (40) chains to place of beginning, Forty-Eight (48) acres, more or less, less the right of way of Union Pacific Railroad through said land and less that part thereof lying East of the County Road and being in the Northeast corner of said Quarter Section deeded to Charles B. Young in Book One Hundred Three (103), Page Five-Hundred Twenty-Three (523).

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 contingency 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 One-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 January 15, 1938 until maturity, at the rate of 4 1/2 per cent per annum, payable semi-annually on the first days of January and July in each year, according to the terms of said note; but principal and interest and all other indebtedness accruing hereunder, together with any 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 NO REQUIREMENTS 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 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 performance of the covenants herein contained, and he or she or they shall have the right to cause the sale of said real 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

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