

## DOUGLAS COUNTY

of the loan, and deliver the policies covering said insurance in such form and in such companies as shall be acceptable and satisfactory to the said Association, and shall pay all taxes, rates, liens, charges and assessments upon or against such property and keep the same in good repair, and do and perform all things which the By-Laws of said Association require of its shareholders and borrowers as hereinbefore provided, then this mortgage shall be null and void; otherwise to remain in full force and virtue in law.

It is further agreed that, in case default be made in the payment of such sums of money, or any part thereof, as hereinbefore specified, or if the taxes, rates, insurance, liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the period of six months after the same are due and payable, then the whole indebtedness, including the amount of all assessments, dues and fines shall become due and the said Grantee, or its successors, or assigns, may proceed to foreclose, or pursue any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said premises and of said property. However, the said Grantee may, at its option, pay, or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments so due and payable, and charge them against said Grantor, or assigns, and the amount so paid shall be a lien on said mortgaged premises, as herein described, and shall bear interest at the rate of ten per cent per annum until the same be paid, and may be included in any judgment rendered in any proceeding to foreclose this mortgage; but whether or not the Grantee elects to pay such taxes, insurance, charges, rates, liens and assessments, it is distinctly understood that in all cases of delinquencies as above enumerated, then, in line manner, the said note and the whole of said sum shall immediately become due and payable. Appraisement waived.

The privilege is granted to the borrower to make payment and settlement of the debt secured by this mortgage before maturity of the stock herein mentioned, as provided by the By-Laws.

WITNESS our hands this 30th day of August, 1938.

G. C. Tucker

State of Kansas Douglas County, ss.

BE IT REMEMBERED, That on this 31st day of August, A. D. 1938, personally appeared before the undersigned, a Notary Public in and for said County, G. C. Tucker, a single man who is personally known to me to be the identical person whose name is subscribed to the foregoing deed as Grantor, and acknowledged the same to be his voluntary act and deed, and that he executed the same for the purposes therein mentioned.

WITNESS my hand and notarial seal, the day and year last above written.

Arthur S. Peak

Notary Public

(My commission expires 10/3/40)

(SEAL)

Recorded August 31, 1938 at 4:40 P.M.

Harold A. Beck Register of Deeds.

Reg. No. 1601  
Fee Paid \$6.50

Receiving No. 6595 <

## MORTGAGE

THIS INDENTURE, Made this 30th day of August, 1938, by and between William S. Starkey and Nora E. Starkey, his wife, of Lawrence, Kansas, Mortgagor and The Security Benefit Association, a corporation organized and existing under the laws of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Two Thousand Six Hundred and No/100 Dollars (\$2,600.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Lot One Hundred Fourteen (114) on Ohio Street, in the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use of improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Two Thousand Six Hundred and No/100 Dollars (\$2,600.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of Five per centum (5%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Security Benefit Association, in Topeka, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty and 57/100 Dollars (\$20.57), commencing on the first day of October, 1938, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1953.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty-(30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; said payment to be applied by the Grantee upon its