

## MORTGAGE

THIS INDENTURE, Made this 1st day of April, 1939, between Addie U. Penny and M. N. Penny, her husband of Douglas County, State of Kansas, parties of the first part, mortgagees, and THE PIONEER MORTGAGE COMPANY, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part, mortgagee:

WITNESSETH, That said parties of the first part, for and in consideration of the sum of NINE THOUSAND AND NO/100 - - DOLLARS, to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey and mortgage unto the said party of the second part, its successors and assigns forever, all the following described real estate, situated in Douglas County, State of Kansas, to wit:

The South 45 feet of Lot #43, all of Lots #45 and #47 on Tennessee Street in the City of Lawrence, Kansas

Four Westinghouse electric refrigerators of three foot capacity and Expressly including herein among other things, ten gas ranges, five Westinghouse electric refrigerators of four foot capacity, all of which are installed as fixtures upon and to the premises hereinbefore described, together with all apparatus, fixtures, furnaces, heaters, mantles, gas and electric light fixtures, screens, screen doors, awnings, bath tubs, plumbing fixtures and all other fixtures of whatsoever kind or nature contained or placed in the building upon said premises, as well as all garages and other outbuildings placed and to be placed upon said premises, whether the same are upon or off of foundations.

TO HAVE AND TO HOLD THE SAME, together with all rents and profits therefrom, and with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to 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; that they have a good right and authority to convey and encumber the same; and that they WARRANT and WILL DEFEND the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the claims of all persons whomsoever.

This conveyance is intended as a mortgage, and is given as security for the performance of the covenants herein, and the payment to said THE PIONEER MORTGAGE COMPANY, its successors or assigns, the principal sum of NINE THOUSAND AND NO/100 - - DOLLARS, according to the terms and conditions of a promissory note made and executed by Addie U. Penny and M. N. Penny, her husband parties of the first part, bearing even date herewith, payable in quarterly installments of \$200.00 each, on the first day of March, June, September and December in each year, beginning June first, 1939, up to and including March first, 1944, on which date the remaining unpaid amount of the principal of said note shall be due and payable, with interest upon said principal sum from date thereof until maturity at the rate of 6 1/2 per cent. per annum, payable quarterly on the first day of March, June, September and December, in each year and interest at the rate of ten per cent. per annum after maturity on principal and on interest not paid when due, whether the same become due according to the terms of said note or by reason of default in payment of principal or interest, or by reason of a breach of any covenant contained in this mortgage.

And it is further agreed and understood that this mortgage secures the payment of all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said term of extension.

IT IS HEREBY AGREED that all covenants and stipulations in these presents contained shall bind the heirs, executors, administrators and assigns of the Mortgagor and shall inure to the benefit of and be available to the successors and assigns of the Mortgagee. It is further agreed that granting any extension or extensions of time of payment of said note, either to make or to any other person, or taking of other or additional security for payment thereof, or waiver of or failure to exercise any right to mature the whole debt under any covenant or stipulation herein contained shall not in anywise effect this mortgage nor the rights of the Mortgagee, its successors or assigns hereunder, nor operate as a release from any personal liability upon said note nor under any covenant or stipulation herein contained. And further, the Mortgageors do hereby expressly covenant, stipulate and agree as follows:

FIRST. To pay the above recited debt and interest thereon when and as the same shall become due whether in course or under any covenant or stipulation herein contained.

SECOND. Until said debt and all other sums hereby secured are fully paid, to keep the buildings and improvements on said premises constantly insured against loss by fire, lightning and windstorm, in Companies and in a manner satisfactory to the mortgagee, its successors or assigns, for their full insurable value, and all policies of insurance of whatsoever nature and whatever amount taken out on the same constantly assigned and pledged to and deposited with the mortgagee, its successors or assigns as collateral and additional security for the payment of said debt, interest, and all sums secured hereby, with subrogation clause satisfactory to the mortgagee, its successors or assigns, attached to such policy or policies, with loss, if any, payable to said mortgagee, its successors or assigns; and whether such policy or policies have been actually assigned or not, they shall in case of loss be payable to the said mortgagee, its successors or assigns, to the extent of its interest as mortgagee, its successors or assigns, in said premises; and that the said mortgagee or its successors or its assigns may assign all such insurance policies to any indorser of said note, or to any subsequent purchaser of said premises; and that in the event of loss under such policy or policies, the said mortgagee or its successors or assigns shall have and is hereby specifically given full power to settle or compromise claims thereunder and to demand, receive and receipt for all moneys becoming payable thereunder and to apply the amount so collected toward the payment of the indebtedness hereby secured, or in rebuilding or restoring the damaged buildings or improvements, as the mortgagee, its successors or assigns, may elect, without affecting the lien of this mortgage for the full amount secured thereby before such damage by fire or tornado, or such payment over, took place.

THIRD. To keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

FOURTH. To pay before the same shall become delinquent, any and all taxes, charges or assessments general, local or special, levied by any competent public authority of the State of Kansas, or any subdivision thereof, or of the United States of America, upon said premises or any part thereof, or upon the mortgagee's, its successors or assigns, interest therein, or upon this mortgage, or upon the said debt, or other sums hereby secured, to whomsoever assessed, including personal taxes.

FIFTH. To keep said premises free from all judgments, mechanic's liens and all other statutory liens of whatsoever nature, to the end that the priority of these presents may at all times be maintained, and to pay to the mortgagee, its successors or assigns, within ten days, all sums, including costs and expenses, it may expend, or for which it may become obligated in any proceedings, legal or otherwise, to establish and sustain the lien of this mortgage, or its priority; or in defending against liens, claims, rights, estates, easements or restrictions of any person or persons asserting priority thereto; or for an abstract or extension of abstract of title to said premises; together always with interest on all such sums at 10% per annum, from the date same were paid; and for payment of said sums and interest, this mortgage shall stand as security in like manner and effect as for payment of said debt.

SIXTH. In the event of failure of said mortgage to maintain insurance, to pay taxes and assessments, or keep said premises free from judgments, mechanic's liens, or other statutory liens or claims of whatsoever character, which might be prior to the lien of this mortgage, as hereinbefore provided,

THE Release was written on original No. 7566, entered in the office of the County Clerk of Douglas County, Kansas, on the 1st day of April, 1939, and is hereby acknowledged by Addie U. Penny and M. N. Penny, her husband, parties of the first part, and by THE PIONEER MORTGAGE COMPANY, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part, mortgagee.

The Amount Secured by this mortgage has been paid in full and the same is hereby canceled, this 31st day of August, 1942.

The Victory Life Insurance Company  
(Corp. Sec.)