

## MORTGAGE RECORD 85

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, THAT on this 24th day of October, A. D. 1940, before me, the undersigned, a notary public in and for the County and State aforesaid, came Mabel C. Green and Harry M. Green, her husband who are personally known to me to be the same person(s) who executed the within Mortgage Extension Agreement, and such person(s) duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Edwin A. Fritz  
Notary Public

(SEAL) My commission expires April 27, 1944.

Recorded November 12, 1940 at 2:30 P.M.

*Ward T. Buck* Register of Deeds.

Receiving No. 11116

## MORTGAGE

Reg. No. 2492  
Fee Paid \$281.50

THIS INDENTURE, Made this 31st day of October A.D. 1940 by and between H. J. Griffith Realty Company, a Delaware Corporation, with its principal office at Kansas City, Missouri, of the County of Jackson and State of Missouri, 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:

WITNESSETH, That the said party of the first part, in consideration of the sum of One Hundred Twenty-five Thousand and No/100 \$125,000.00 DOLLARS, to it in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all of the following described real estate, to-wit:

A part of Lot One (1) in Block Twenty-eight (28) in the City of Junction City, Geary County, Kansas, viz: Commencing at the Southeast corner of said Lot One (1), in Block Twenty-eight (28) and running thence north on the line of Washington Street twenty-three (23) and four-twelfths (23 4/12) feet to the center of the south wall of the stone building on said Lot, formerly occupied as a storeroom by A. Clough, thence running west through the center of said wall, One Hundred and ten (110) feet, thence south twenty-three and four-twelfths (23 4/12) feet to the south line of said Lot One (1), Block twenty-eight (28), thence east along the south line of said Lot One (1), Block Twenty-eight (28) to the place of beginning, and also the perpetual use of twenty-eight (28) by twenty-three and four-twelfths (23 4/12) feet west of the last above described premises; subject to valid party wall agreements;

Lots Three Hundred Ninety-three (393) and Three Hundred Ninety-four (394), in Ward One (1), in the City of Manhattan, Riley County, Kansas;

Lots Eighteen (18) and Twenty (20) on Massachusetts Street, in the City of Lawrence, Douglas County, Kansas;

Lots Three Hundred Fifty-one (351) and Three Hundred Fifty-two (352) in Ward One (1) in the City of Manhattan, Riley County, Kansas;

Together with all seats and airconditioning units now or hereafter located in or on said premises, which are hereby specifically declared to be a part of the real estate. The hereinafter described note is also secured by and described in a certain Deed of Trust on real estate owned by Party of the First Part in Chillicothe, Livingston County, Missouri.

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 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 covenant and agree that at the delivery hereof, it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that it 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 party of the first part is justly indebted to the said second party in the sum of One Hundred Twenty-five Thousand \$125,000.00 Dollars, according to the terms 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 until maturity, at the rate of 4 1/2 per cent per annum, principal and interest payable monthly on the first days of January 1941 and on the first day of each month thereafter. Final payment to be made according to the terms of said note if not sooner paid. Both principal and interest and all other indebtedness accruing hereunder, being payable in 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 One Hundred Twenty-five Thousand and No/100 \$125,000.00 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 any sum herein covenanted to be paid for the period of ten days after the same becomes due, the said first party agrees 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 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 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 prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments to 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

The above was Read 30 Sept 71