

MORTGAGE RECORD 85

STATE OF KANSAS)
COUNTY OF Saline) ss:

BE IT REMEMBERED, that on this 10th day of February, 1941, before me, the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared Leo L. Hadley & Ruth Hadley, his wife, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

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

(SEAL) My commission expires May 17, 1941

D F Wilson
Notary Public.

STATE OF KANSAS,) ss.
DOUGLAS County,)

BE IT REMEMBERED, That on this 9th day of April A.D. 1941, before me, the undersigned, a Notary Public in and for said County and State, came Leo L. Hadley to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My Commission Expires September 17 1941

E B Martin
Notary Public.

Recorded April 10, 1941 at 9:50 A.M.

Nard A. Beck

Register of Deeds

Receiving No. 11748

MORTGAGE

Reg. No. 2629
Fee Paid \$3.00

THIS INSTRUMENT, Made this 7th day of April A.D. 1941 by and between Phyllis M. Nichols, a widow woman of the County of Douglas and State of Kansas, party of the first part, and THE SECURITY BENEFIT ASSOCIATION, a corporation organized and existing 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 THOUSAND TWO HUNDRED AND 00/100 DOLLARS, to her 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, situated in the County of Douglas and State of Kansas, to-wit:

The South One Hundred Twenty (120) Acres of the Southwest Quarter (SW $\frac{1}{4}$) of Section Seven (7), Township Fourteen (14) South, Range Twenty-one (21), East of 6th Principal Meridian, less One-half (1/2) acre to church

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, she 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 she 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 THOUSAND TWO HUNDRED AND 00/100 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, payable to the order of said second party as follows:

\$25.00 due April 1, 1942	25.00 due April 1, 1945
25.00 due October 1, 1942	25.00 due October 1, 1945
25.00 due April 1, 1943	25.00 due April 1, 1946
25.00 due October 1, 1943	25.00 due October 1, 1946
25.00 due April 1, 1944	25.00 due April 1, 1947
25.00 due October 1, 1944	25.00 due October 1, 1947

900.00 due April 1, 1948 with interest thereon from April 1, 1941 until maturity, at the rate of 5 per cent per annum, payable semi-annually on the first days of April and October in each year, according to the terms of said note; 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. First party shall pay mortgage registration tax and recording fees on this mortgage, or in case said taxes and fees are paid by second party the amount thereof shall be deducted from the proceeds of this loan.

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 \$1,000.00 - Fire \$1,000.00 - Wind 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 party agrees to pay to the said second part, 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, royalties 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; provided, however, that said party of the second part, its successors and assigns, shall be chargeable with no liability with reference to such rents, royalties

I, Secretary, County of Douglas, State of Kansas, do hereby certify that the foregoing instrument was duly recorded in the office of the Register of Deeds, Topeka, Kansas, on the 10th day of April, 1941, at 9:50 A.M., and that the same is a true and correct copy of the original as the same appears from the records of said office.

This release
was written
on the original
mortgage
entered
the day
of 1947
Shirley J. Bowers
Reg. of Deeds
Deputy