

DOUGLAS COUNTY

STATE OF KANSAS, LYON COUNTY, ss:

Personally appeared before me, a Notary Public in and for said County, Alice Meffert, single, personally known to me to be the same persons who executed the above instrument, and duly acknowledged its execution.

Witness my hand and notarial seal this Dec., 29, 1941

(SEAL) My Commission Expires May 16, 1942

H A Wayman
Notary Public

Recorded January 2, 1942, at 1:15 P.M.

Harold A. Beck Register of Deeds

Receiving No. 13084

Reg. No. 2872
Fee Paid
\$8.75

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Fred C. Smith and Mary Smith, his wife, of Douglas County, State of Kansas parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA, a corporation having its principal office in Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to-wit:

West Half of the Northwest Quarter of Section three (3), Township twelve (12), Range eighteen (18) containing 80 acres, more or less,

together with all the improvements now or hereafter situated thereon and the appurtenances thereunto belonging, including all heating, lighting, refrigerating and water supply apparatus, window screens, shades, awnings and fixtures appertaining thereto.

This mortgage is given as security for the performance of the covenants and agreements herein, and to secure said BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA, its successors and assigns, the payment of the sum of THIRTY FIVE HUNDRED and 00/100 Dollars, with interest thereon, due and payable according to the terms thereof, with interest payable semi-annually, said note being of even date herewith, payable at the office of BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA in Kansas City, Missouri, and all bearing interest at the rate of ten per cent per annum after maturity until paid.

THE FIRST PARTY HEREBY COVENANTS AND AGREES:

That they are lawfully seized in fee simple of the real estate hereby conveyed, and that they have a good right to sell and convey the same as aforesaid; that the said real estate is free and clear of all encumbrances and that they will warrant and defend the same unto the said second party, its successors and assigns, against all lawful claims and demands;

That they will pay said note or notes hereby secured and interest thereon as the same shall become due and payable;

To neither commit nor suffer waste;

To pay all taxes and assessments levied upon said real estate, or upon the lien hereby created, by virtue of any law of the State of Kansas, to whomsoever assessed, before same shall have become delinquent;

To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado, to the amount of their insurable value, for the benefit of the second party, its successors and assigns, in an insurance company acceptable to it, and to deliver the said insurance policies and renewal receipts to the said second party; and

Upon failure to comply with any or either of these conditions, covenants and agreements, it is agreed that the owner of the mortgage may pay the said taxes or assessments, or the cost of such insurance, and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment, and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon said real estate, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured.

That as additional and collateral security for the payment of the debt hereinbefore described, the first party hereby assigns to the second party, its successors and assigns, all right, title and interest in and to all royalties and rentals accruing to them under all oil, gas, mineral, agricultural, or other leases on said real estate, and directs any lessee, on demand, to pay the said second party, its successors and assigns, all royalties and rentals that may be payable to them under the terms of any such lease of said real estate; provided that so long as no default be made in the payment of the principal debt hereby secured, or the interest due thereon, and so long as the agreements, covenants and conditions of this mortgage shall be faithfully performed, the first party shall retain possession of the premises hereby conveyed, and shall be entitled to appropriate for their own use all the income and profit derived therefrom; this assignment to terminate and become void upon the release of this mortgage;

That the second party, its successors and assigns, shall be subrogated for further security to the lien, though release of record, of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage;

That appraisal of said property at a sale under this mortgage, and all benefits of the homestead, exemption and stay laws of the State of Kansas are hereby waived by said first party;

That the property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

Now, if the payments are made as provided and all covenants and agreements fulfilled, this mortgage shall be null and void and shall be released at the cost of the first party, which cost first party agrees to pay, but if the first party shall make default in the payment of any note or notes at maturity, or any interest thereon when due, or the taxes or assessments aforesaid, or any part of either, or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part or the security impaired, or if any of the terms of this contract are violated, then and in any or either of said events, the whole of the sums hereby secured shall, at the option of the second party, or the legal owner of said indebtedness, become immediately due and payable without notice, and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereof, under direction of the Court, and any amount so collected by such Receiver shall be applied, under direction of the Court, to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage.

First party wherever used in this instrument shall be construed to include heirs, executors, administrators or assigns, or successors or assigns of the first part.

Dated this 30th day of December 1941

Witnesses:
V C Raines

Fred C Smith
Mary Smith

This release
is a written
on the original
mortgage
entered
this 7 day
of June
1942

Harold A. Beck
Reg. of Deeds

The Kansas State of Fred C. Smith and Mary Smith, the within mortgage sum of thirty-five hundred
 and thirty dollars in full satisfaction of the within mortgage Business Men's Assurance Company of America
 N.C. 11-29-41 Reg. of Deeds
 (Corp. Seal)
 Received of Fred C. Smith and Mary Smith, the within mortgage sum of thirty-five hundred
 and thirty dollars in full satisfaction of the within mortgage Business Men's Assurance Company of America
 N.C. 11-29-41 Reg. of Deeds
 (Corp. Seal)
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