

## MORTGAGE RECORD 88

Receiving No. 15065

Reg. 3028

Fee Paid \$1.25

## MORTGAGE

THIS INDENTURE, Made this 18th day of June A. D. 1942 between W. D. Kennedy and Josie Kennedy his wife of the County of Douglas and State of Kansas parties of the first part and John Benander of the County of Douglas and State of Kansas, party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Hundred and no/100 Dollars, the receipt whereof is hereby acknowledged, does by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to wit:

The South one half (S $\frac{1}{2}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section two (2) Township thirteen (13) Range seventeen (17)

TO HAVE AND TO HOLD THE SAME, together with all and singular the emblements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever. And the said parties of the first part does hereby covenant and agree, that at the delivery hereof they are lawfully seized in their own right of an estate in fee simple of and in all and singular the above described premises, with the appurtenances; that they have a good right to sell and convey the same; that said premises are free and clear of all incumbrances whatsoever, and that he will forever WARRANT and DEFEND the title to said premises unto the said party of the second part, his heirs and assigns, against the claims and demands of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to-wit: SAID parties of the first part, to secure the repayment of the principal and interest of a loan of the principal sum of Five Hundred and no/100 --Dollars, made to them by said party of the second part, have executed and delivered to said party of the second part one certain First Mortgage Real Estate Bond, numbered,

dated the 18th day of June, 1942 payable to the order of said party of the second part five years after date, with interest thereon from date until due, at the rate of five per cent per annum payable semi-annually, according to the tenor of interest coupons thereto attached, and bearing even date therewith, both principal and interest payable at residence of John Benander or his heirs or assigns and to immediately become due at the option of the legal holder thereof, without notice upon default in the payment of any interest coupon or any part thereof, or failure to comply with any of the conditions or agreements contained in this mortgage.

SAID parties of the first part agrees to pay all taxes and assessments levied upon or assessed against said premises or any part thereof when the same are due and payable, and all taxes and assessments which may be levied upon the holder of this mortgage for or on account of the same.

SAID parties of the first part agrees to keep the buildings erected and to be erected on said premises or any part thereof insured in some insurance company that is satisfactory to the holder of said Bond, in the sum of at least two-thirds of the value thereof, and cause the policy for such insurance to be assigned and delivered to the holder of said Bond, to be held as collateral security thereto.

SAID parties of the first part agrees to keep all buildings fences and other improvements on said premises in as good repair and condition as they now are, and to abstain from the commission of waste on said premises or any part thereof.

NOW, If said parties of the first part shall pay said sums of money in said Bond and interest coupons mentioned, and every part thereof, at maturity, according to the terms of said Bond and interest coupons, and to the person lawfully entitled to receive the same, and shall fully perform and comply with each and every of the conditions and agreements herein contained, then this conveyance shall be void; but in case of default in the payment of said sums of money, or either of them, or any part thereof, at maturity, or failure to perform or comply with any or either of the conditions or agreements herein contained, then this conveyance shall be and remain in full force and effect, and become absolute, and the whole of the debt hereby secured shall immediately become due and payable at the option of the legal holder of said Bond, without notice, and this mortgage may be immediately foreclosed, and said premises sold for the payment of the full amount of said indebtedness, principal and interest, and costs.

IT IS AGREED, That in case said parties of the first part fail to pay said taxes and assessments when due, or fail to keep said buildings insured as herein agreed, the holder of said Bond may elect to pay such taxes and assessments and insure said buildings, and the sums paid therefor shall bear interest at the rate of ten per cent. per annum from the time of payment and be a lien on said premises secured by this mortgage, and collected in the same manner as said principal sum; but notwithstanding such election, said Bond shall immediately become due and payable, at the option of the legal holder thereof, without notice, as provided in said Bond.

IT IS AGREED, That the holder of said Bond shall have the right to collect any and all sums of money that may at any time become payable on any policy of insurance assigned as aforesaid as collateral security, and may deduct from said money so collected the costs and expenses of collecting the same, applying the residue to the payment of said Bond and interest, or may elect to have the buildings on said premises repaired or new buildings erected thereon, or may deliver any such policy to said parties of the first part, and require them to collect the same at their own risk and expense, and apply the proceeds thereof to the payment of said Bond and interest.

IT IS AGREED, That after the conditions of this mortgage are broken, the holder of said Bond shall be entitled to the immediate possession of said premises, and the rents, issues and profits thereof, to be collected by a duly appointed receiver, or otherwise.

APPRAISEMENT WAIVED.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

W. D. Kennedy  
Josie Kennedy.

State of Kansas,  
County of Shawnee SS.

BE IT REMEMBERED, That on this 18th day of June A. D. 1942 before me, the undersigned a notary public, in and for said County and State, came W. D. Kennedy and Josie Kennedy his wife who are personally known to me to be the same persons who executed the foregoing instrument of writing, and such person have duly acknowledged the execution of the same.

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

(SEAL) Commission expires Jan 17, 1946

A. K. Reynolds  
Notary Public

Recorded June 19, 1942 at 3:00 P.M.

*Harold A. Beck* Register of Deeds

## RELEASE

(The following is indorsed on the original mortgage recorded in Book 88 Page 175)  
KNOW ALL MEN BY THESE PRESENTS: That John Benander the owner of the foregoing mortgage, does hereby acknowledge full payment and satisfaction of the principal and interest of the Bond and indebtedness secured by said mortgage, and hereby release, satisfy and discharge said mortgage, and authorize the Register of Deeds of Douglas County, Kansas, to discharge the same of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15th of Nov., 1944  
State of Kansas, County of Shawnee: John Benander  
Subscribed and sworn to before me this 15th Day of November 1944. A. K. Reynolds, Notary Public  
(SEAL) Term Exp. Jan 17, 1946.

This release was written on the original mortgage entered this 20 day of Nov. 1944  
*Harold A. Beck* Reg. of Deeds