

MORTGAGE RECORD 88

Receiving No. 15195

Reg. No. 3050
Fee Paid \$8.50

FIRST MORTGAGE

THIS INDENTURE, Made July 7, 1942 by and between Carl B. Butell, and Leona C. Butell, his wife, of the County of Douglas, State of Kansas, parties of the first part, and BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, a corporation existing under and by virtue of the laws of Nebraska, party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Thirty-four Hundred (\$3,400.00) DOLLARS, loaned by the said party of the second part, the receipt of which sum is hereby acknowledged by said parties of the first part, do hereby SELL AND CONVEY unto the said party of the second part, its successors and assigns, the following described real estate, situated in the County of DOUGLAS and State of Kansas, to-wit:

The West half of the Northwest Quarter; the Southeast Quarter of the Northwest Quarter; and the South west Quarter of the Northeast Quarter of Section Three (3), Township Fifteen (15) South, Range Nineteen (19) East of the Sixth Principal Meridian, except a tract of land lying in the West half of the Northwest Quarter of Section Three (3) beginning at the northwest corner of said section; thence South 51.9 feet; thence in an easterly direction to a point on the East line 50.5 feet South of the northeast corner of said West half of the Northwest Quarter; thence North 50.5 feet to the North line of said section; thence West along said section line to place of beginning.

"THE INDEBTEDNESS SECURED BY THIS INDENTURE REPRESENTS THE BALANCE DUE OF THE SUM AGREED BY THE MORTGAGORS TO BE PAID TO THE MORTGAGEE FOR THE PROPERTY HEREIN DESCRIBED, AND IT IS UNDERSTOOD BY AND BETWEEN MORTGAGORS AND MORTGAGEE THAT THERE ARE TO BE NO LIENS PRIOR THERETO."

TO HAVE AND TO HOLD said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors and assigns, forever. The said parties of the first part covenant with the party of the second part that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

PROVIDED ALWAYS, and this instrument is executed and delivered upon the following conditions:

FIRST, That said parties of the first part shall pay to the party of the second part, its successors or assigns.

One Hundred Fifty Dollars	Due Jan. 1, 1943:	One Hundred Fifty Dollars	Due Jan. 1, 1948
One Hundred Fifty Dollars	Due July 1, 1943;	One Hundred Fifty Dollars	Due July 1, 1948,
One Hundred Fifty Dollars	Due Jan. 1, 1944;	One Hundred Fifty Dollars	Due Jan. 1, 1949,
One Hundred Fifty Dollars	Due July 1, 1944;	One Hundred Fifty Dollars	Due July 1, 1949,
One Hundred Fifty Dollars	Due Jan. 1, 1945;	One Hundred Fifty Dollars	Due Jan. 1, 1950
One Hundred Fifty Dollars	Due July 1, 1945;	One Hundred Fifty Dollars	Due July 1, 1950,
One Hundred Fifty Dollars	Due Jan. 1, 1946;	One Hundred Fifty Dollars	Due Jan. 1, 1951,
One Hundred Fifty Dollars	Due July 1, 1946	One Hundred Fifty Dollars	Due July 1, 1951,
One Hundred Fifty Dollars	Due Jan. 1, 1947;	One Hundred Fifty Dollars	Due Jan. 1, 1952,
One Hundred Fifty Dollars	Due July 1, 1947;	Five Hundred Fifty Dollars	Due July 1, 1952,

with interest thereon, payable semi-annually from July 1, 1942 according to the terms of One promissory note, signed by said parties of the first part, payable to the order of BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, bearing even date herewith.

SECOND, That in consideration of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said notes hereby secured, or against this mortgage, or against the owner of said notes and/or mortgage on account of the debt hereby secured. However, if such taxes and assessments when added to the interest shall exceed ten per cent per annum upon the principal of the debt secured, said parties of the first part herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said notes contracted to be paid shall equal ten per cent per annum on the principal of the debt hereby secured.

THIRD, That said parties of the first part agree to pay all taxes and all special assessments levied or assessed against or due upon said real estate before delinquency and to procure, maintain and deliver to said party of the second part, its successors, or assigns, fire, lightning and tornado insurance policies insuring the buildings on said real estate in companies to be approved by said party of the second part, its successors or assigns, for not less than insurable value, with loss payable to the said party of the second part as mortgagee, its successors or assigns, as its or their interest may appear; and shall keep the buildings and other improvements upon said premises in good repair and condition.

FOURTH, That if said insurance is not promptly effected, and maintained, or if such taxes and special assessments shall not be paid before delinquency, said party of the second part, its successors or assigns, (whether electing to declare the whole sum hereby secured due and collectible or not) may effect and pay for said insurance, and may pay said taxes and/or special assessments, and all such payments, with interest thereon at the rate of ten per cent per annum, from the respective dates of payment, shall be a lien against said premises and secured hereby.

FIFTH, That if default be made in the payment of any of said notes hereby secured, or of any interest on said notes or any of them, or any part thereof, for the space of ten days after the same shall become due, or if default be made in the payment of any taxes and/or special assessments levied or assessed against said real estate, or against the notes hereby secured, or against this mortgage, before delinquency, or in case said parties of the first part shall fail to keep or perform any of the covenants, conditions or agreements contained in this mortgage or in the notes hereby secured, time being of the essence of this contract, then this mortgage and all sums of money secured hereby, less interest for the unexpired time, shall, at the option of said party of the second part, its successors or assigns, become at once due and payable, without further notice, and then this mortgage may be foreclosed and the mortgaged premises sold in one body. The notes secured by this mortgage shall after maturity (whether the same mature by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained), bear interest at the rate of ten per cent per annum until paid.

SIXTH, That if an action is commenced to foreclose this mortgage, said party of the second part, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, and such receiver shall have the right to take immediate possession of, and control and preserve the mortgaged property, and to collect the rents and profits thereof, for the payment of the debt hereby secured, and said receiver's costs and expenses, and may perform and discharge all duties of a receiver.

SEVENTH, That this mortgage, and the notes secured hereby without regard to the place of execution or delivery, are made under, and shall be construed by and according to the laws of the State of Kansas.

If the foregoing conditions are fully performed, then this conveyance shall become void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands,

STATE OF KANSAS, County of DOUGLAS) SS.

Carl B. Butell
Leona C. Butell

On this 8th day of July, 1942, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Carl B. Butell and Leona C. Butell, his wife to me personally known to be the identical persons described in and who signed and executed the foregoing mortgage and duly acknowledged that they executed said instrument and that the execution of the same is their

Handwritten note: This mortgage is being recorded in the public records of the County of Douglas, State of Kansas, for the purpose of securing the loan made by the Bankers Life Insurance Company of Nebraska, to the mortgagors herein named. The mortgage is being recorded in the public records of the County of Douglas, State of Kansas, for the purpose of securing the loan made by the Bankers Life Insurance Company of Nebraska, to the mortgagors herein named.

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This release was written on the original mortgage entered this 27 day of May 1947
H. H. Redd
Notary Public
County of Douglas