

DOUGLAS COUNTY

this mortgage or other transfer of title to the Mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereof at four and one-half per centum ($4\frac{1}{2}\%$) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default as herein described, this mortgage may be foreclosed. Appraisal is hereby waived.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

Harry Shepard
Goldie Shepard

STATE OF KANSAS,)
COUNTY OF DOUGLAS) SS:

BE IT REMEMBERED, that on this 22nd day of July, 1942, before me, the undersigned a Notary Public in and for the County and State aforesaid, personally appeared Harry Shepard and Goldie Shepard 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.

Pearl Mick

(SEAL) My Commission expires December 31, 1944.

Notary Public

Recorded July 22, 1942 at 3:15 P.M.

Harold A. Beck Register of Deeds

Receiving No. 15264

M O R T G A G E

Reg. No. 3067
Fee Paid \$10.75

This Indenture, Made the 1st day of July, A. D. 1942, between Fred James Whaley and Jessie C. Whaley, his wife, parties of the first part, and The Equitable Life Assurance Society of the United States, a corporation organized and existing under the Laws of the State of New York, having its principal office at number 393 Seventh Avenue, New York City, N.Y., party of the second part:

Witnesseth, That the said parties of the first part, in consideration of Four Thousand Three Hundred Fifty and No/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors or assigns forever, the following described Real Estate situated in the County of Douglas, and State of Kansas to-wit:

That part of the Southwest Fractional Quarter of Section Fourteen (14), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, lying South and East of the Wakarusa River and East of the West boundary line of the Shawnee Reservation, less the North 20 acres of the East Half of said Southwest Quarter of Section Fourteen (14), containing in all 104 acres, more or less; and the Northwest Quarter of Northeast Quarter of Section Twenty-three (23), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, less 4 acres described as follows: Beginning at the Northwest corner of Northeast Quarter of Section Twenty-three (23), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, thence East 14 rods, thence South $45\frac{2}{3}$ rods, thence West 14 rods, thence North $45\frac{2}{3}$ rods to the point of beginning, and containing 140 acres, more or less.

To Have and to Hold the same with all and singular the hereditaments and appurtenances thereunto belonging unto the said party of the second part, its successors or assigns forever.

And the said parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and that they have a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that the parties of the first part hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waive all benefit of the homestead, appraisal, exemption and stay laws of the State of Kansas, and agree to pay all fees necessary for recording this instrument.

Conditioned, However, That whereas, the said parties of the first part, are justly indebted to the said The Equitable Life Assurance Society of the United States for money borrowed in the principal sum of Four Thousand Three Hundred Fifty and No/100 Dollars, to secure the payment of which the parties of the first part have executed and delivered to the said The Equitable Life Assurance Society of the United States a certain promissory note in the sum of Four Thousand Three Hundred Fifty and no/100-----Dollars, bearing even date herewith and payable to the order of The Equitable Life Assurance Society of the United States, its successors or assigns according to the tenor and effect of said note, with interest thereon from July 1, 1942, to maturity, at the rate provided for in said note, and both principal and interest to bear interest after maturity at the rate of ten (10) per cent per annum, payable semi-annually, until paid.

And said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due and payable, and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises or upon the note or debt secured by this mortgage and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid to procure and maintain policies of fire and if required tornado and windstorm insurance on the buildings erected, to be erected upon the above described premises in some responsible company or companies, to the satisfaction of the party of the second part, to the amount of ----Dollars, loss, if any, payable to the mortgagee or its assigns. It is further agreed that all policies of insurance, of whatever nature and of whatever amount, taken out on said improvements or fixtures thereto attached during the existence of the debt hereby secured, shall be constantly assigned, pledged and delivered to said party of the second part, for further securing the payment thereof; all renewal policies to be delivered to the party of the second part at its New York office at least three days before the expiration of the old policies, with full power hereby conferred to settle and compromise all loss claims, to demand, receive and receipt for all moneys becoming payable thereunder, and the same to apply toward the payment of said obligation, unless otherwise paid, or in rebuilding or restoring the damaged buildings as the mortgagee may elect; and in the event of foreclosure hereunder, with power to assign to the purchaser at foreclosure sale the unexpired term of all such policies; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any,