

## DOUGLAS COUNTY

credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Mortgagee may pay the same.

5. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance, shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

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 five per centum (5%) 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. Appraisement 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 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.

Karl O Kuersteiner  
Martha L Kuersteiner

STATE OF KANSAS )  
COUNTY of Douglas ) SS:

BE IT REMEMBERED, That on this third day of August, 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Karl O. Kuersteiner and his wife, Martha L. Kuersteiner 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 January 13, 1944.

John C. Emick  
Notary Public

Recorded August 4, 1942 at 9:40 A. M.

Harold A. Beck  
Register of Deeds

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Receiving No. 15329

## M O R T G A G E

Reg. No. 3082  
Fee Paid \$6.00

This Indenture, Made this 4th day of August A. D. 1942 between C. T. Hough and Margaret Lousie Hough, his wife of the County of Douglas and State of Kansas, parties 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 parties of the first part, in consideration of the sum of TWO THOUSAND FOUR HUNDRED and 00/100 ... 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 and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot One Hundred Thirty-five (135) on Ohio Street in the City of Lawrence

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 parties of the first part do 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, free and clear of all incumbrances, and that they 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 parties of the first part are justly indebted to the said second party in the sum of TWO THOUSAND FOUR HUNDRED and 00/100 ... Dollars, according to the terms of a certain mortgage note or bond of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the sum of aforesaid, payable to the order of said second party in monthly installments of Twenty-five Dollars and Forty-six cents (\$25.46) commencing on the first day of September, 1942, and \$25.46 on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1952, said monthly payments to include interest from August 1, 1942 until maturity, at the rate of 5 per cent per annum, on the unpaid balance 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 \$2,400.00 - - Fire  
\$2,400.00 - - Supplemental Contract

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

This release was written on the original mortgage entered this 1st day of August 1942

1942

Reg. of Deeds

The Security Benefit Association, by mortgage with its name, does hereby acknowledge full payment of the debt secured by the foregoing mortgage, and authorize the Register of Deeds of Douglas County, Kansas, to withdraw the same from record. And it is so ordered, this 31st day of August 1942.