

DOUGLAS COUNTY

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 (4½%) 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. Appraisalment is hereby waived.

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within - - - from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the - - - time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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.

Alma DeNio
Homer DeNio

STATE OF KANSAS, COUNTY OF DOUGLAS, ss.

BE IT REMEMBERED, that on this 14 day of November, 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Alma DeNio & Homer DeNio, Wife & Husband, 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

S. J. Hunter
Notary Public

(SEAL) My Commission expires June 3, 1946

Recorded November 14th, 1942, at 11:30 A.M.

Harold A. Beck Register of Deeds

Receiving No. 16279

Reg. No. 3252
Fee paid \$5.00

MORTGAGE

THIS INDENTURE, Made this 6th day of November, A.D., 1942, by and between J. R. Johnson and Helen Johnson, his wife, formerly Helen Brown 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 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:

The Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seven (7) and the West Half of the Southeast Quarter of the Northwest Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seven (7), all in Township Fourteen (14) South, Range Nineteen (19), East of the 6th P.M.

and

The Southeast Quarter ($SE\frac{1}{4}$) of Section Seven (7), Township Fourteen (14) South, Range Nineteen (19), East of the 6th P.M. except Five (5) acres in the East Half of the Southeast Quarter ($E\frac{1}{2}SE\frac{1}{4}$) of Section Seven (7) described as follows: Beginning at a point Seventeen and Seventy-five Hundredths (17.75) chains North of the Southeast corner of said Section, thence West Ten (10) chains, thence North Five (5) chains, thence East Ten (10) chains, thence South Five (5) chains to place of beginning.

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 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 aforesaid, payable to the order of said second party as follows:

\$25.00	due May 1,	1943
25.00	due November 1,	1943
25.00	due May 1,	1944
25.00	due November 1,	1944
25.00	due May 1,	1945
25.06	due November 1,	1945
25.00	due May 1,	1946
25.00	due November 1,	1946
25.00	due May 1,	1947
1,775.00	due November 1,	1947

with interest thereon from November 1, 1942, until maturity, at the rate of 5 per cent per annum, payable semi-annually on the first days of May and November in each year, according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder, being payable in lawful money of the

The Security Benefit Association, the mortgage within named, does hereby acknowledge full payment of the debt secured by the foregoing mortgage and all other the payment of all debt of Charles C. W. Johnson, the discharge of which is hereby acknowledged. In witness whereof, this said Association has caused these presents to be signed by its National President, and to seal to be attested, this 14 day of March A.D. 1943

The Security Benefit Association
 By J. M. Kirkpatrick National President
 (Corp. Seal)

(Corp. Seal)

W. A. Beck

This Release
was written
on the original
Mortgage
this 11th day
of March 1964