

DOUGLAS COUNTY

STATE OF KANSAS } ss
COUNTY OF DOUGLAS }

On this 25 day of Oct., A.D. 1943, before me the undersigned, a Notary Public in and for said county and state, personally appeared WILLIAM A. HUNTER AND MARIE HUNTER, Husband and Wife, to me personally known to me to be the same persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

Roy Flory
Notary Public

(SEAL) Com. Ex. March 21, 1945.

Recorded on October 25, 1943 at 1:10 P.M.

Harold A. Beck

Register of Deeds.

Receiving No. 19255

KANSAS MORTGAGE

Reg. No. 3563
Fee Paid \$11.25

THIS INDENTURE, Made the 21st day of October, A.D. 1943, between William J. Callabresi, a single man, party 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 party of the first part, in consideration of Four Thousand Five Hundred and no/100 Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, does 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:

Commencing at the Northeast corner of West Half of Northwest Quarter of Section Twelve (12), Township Thirteen (13) South, Range Nineteen (19), thence West 50 rods; thence South 53 1/3 rods; thence East 28 feet; thence South 45 rods 6 1/2 feet, thence West 31 rods 11 1/2 feet; thence South to Southwest corner of said Quarter Section; thence East 80 rods; thence North 160 rods to place of beginning, containing 61 acres, more or less; Also the West 10 acres of the North 20 acres of the East Half of Northwest Quarter of Section Twelve (12), Township Thirteen (13) South, Range Nineteen (19), Also the North 25 feet of the following: Beginning 53 2/3 rods South of Northwest corner of the Northwest Quarter of Section Twelve (12), Township Thirteen (13) South, Range Nineteen (19), thence East 31 rods 12 feet; thence South 45 rods 6 feet; thence West 31 rods 11 1/2 feet; thence North to place of beginning, all East of the Sixth Principal Meridian (subject to Easement of Cities Service Gas Company),

and containing 71 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 party of the first part hereby covenants and agrees that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and that he has a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that the party of the first part hereby warrants and defends the title thereto against the claims of all persons whomsoever, and hereby expressly waives all benefit of the homestead, appraisement, exemption and stay laws of the State of Kansas, and agrees to pay all fees necessary for recording this instrument.

CONDITIONED, HOWEVER, That whereas, the said party of the first part, is justly indebted to the said The Equitable Life Assurance Society of the United States for money borrowed in the principal sum of Four Thousand Five Hundred and no/100 Dollars, to secure the payment of which the party of the first part has executed and delivered to the said Equitable Life Assurance Society of the United States a certain promissory note in the sum of Four Thousand Five Hundred 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 November 1, 1943 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 annually, until paid.

And said party of the first part expressly agrees 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 of their home office, before the day fixed by law for the first interest of 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 and 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 obligations, 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, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said party of the first part hereby agrees to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which satisfaction the party of the first part agrees to pay, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay such insurance premiums, liens, expenses and attorney's fees, and all such payments with interest thereon from time of payment at the rate of ten (10) per cent per annum shall be deemed a part of the indebtedness secured by this mortgage, and may pay said taxes and assessments (irregularity in the levy or assessment thereof being expressly waived), and all such taxes and assessments with interest thereon from time of payment at the rate so made and provided for by the statutes of the State of Kansas, shall be deemed a part of the indebtedness secured by this mortgage, and all such payments of insurance premiums, liens, taxes, special assessments, expenses or attorney's

Know all men by these presents that the Equitable Life Assurance Society of the United States, hereinafter called the "Mortgagee", in full payment of the principal sum of Four Thousand Five Hundred and no/100 Dollars, to it in hand paid by William J. Callabresi, a single man, party of the first part, and Marie Hunter, his wife, party of the second part, have granted, sold and conveyed 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: Commencing at the Northeast corner of West Half of Northwest Quarter of Section Twelve (12), Township Thirteen (13) South, Range Nineteen (19), thence West 50 rods; thence South 53 1/3 rods; thence East 28 feet; thence South 45 rods 6 1/2 feet, thence West 31 rods 11 1/2 feet; thence South to Southwest corner of said Quarter Section; thence East 80 rods; thence North 160 rods to place of beginning, containing 61 acres, more or less; Also the West 10 acres of the North 20 acres of the East Half of Northwest Quarter of Section Twelve (12), Township Thirteen (13) South, Range Nineteen (19), Also the North 25 feet of the following: Beginning 53 2/3 rods South of Northwest corner of the Northwest Quarter of Section Twelve (12), Township Thirteen (13) South, Range Nineteen (19), thence East 31 rods 12 feet; thence South 45 rods 6 feet; thence West 31 rods 11 1/2 feet; thence North to place of beginning, all East of the Sixth Principal Meridian (subject to Easement of Cities Service Gas Company), and containing 71 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 party of the first part hereby covenants and agrees that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and that he has a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that the party of the first part hereby warrants and defends the title thereto against the claims of all persons whomsoever, and hereby expressly waives all benefit of the homestead, appraisement, exemption and stay laws of the State of Kansas, and agrees to pay all fees necessary for recording this instrument. CONDITIONED, HOWEVER, That whereas, the said party of the first part, is justly indebted to the said The Equitable Life Assurance Society of the United States for money borrowed in the principal sum of Four Thousand Five Hundred and no/100 Dollars, to secure the payment of which the party of the first part has executed and delivered to the said Equitable Life Assurance Society of the United States a certain promissory note in the sum of Four Thousand Five Hundred 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 November 1, 1943 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 annually, until paid. And said party of the first part expressly agrees 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 of their home office, before the day fixed by law for the first interest of 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 and 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 obligations, 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, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said party of the first part hereby agrees to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which satisfaction the party of the first part agrees to pay, otherwise to remain in full force. It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay such insurance premiums, liens, expenses and attorney's fees, and all such payments with interest thereon from time of payment at the rate of ten (10) per cent per annum shall be deemed a part of the indebtedness secured by this mortgage, and may pay said taxes and assessments (irregularity in the levy or assessment thereof being expressly waived), and all such taxes and assessments with interest thereon from time of payment at the rate so made and provided for by the statutes of the State of Kansas, shall be deemed a part of the indebtedness secured by this mortgage, and all such payments of insurance premiums, liens, taxes, special assessments, expenses or attorney's

This release was written on the original mortgage.

entered this 27th day of January 1944.

Harold A. Beck
By *Marie Hunter*