

# MORTGAGE RECORD 88

Reg. No. 3875  
Fee Paid \$22.50

Receiving No. 21462

THIS INDENTURE, made the Twenty-sixth day of August, A. D. 1944, between Arthur R. Anderson and Enola F. Anderson, husband and wife, of the County of Johnson and State of Kansas, party of the first part, and THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, a corporation, organized and existing under the laws of New Jersey, located at Newark, Essex County, New Jersey, party of the second part,

WITNESSETH: that the said party of the first part, in consideration of the sum of Nine Thousand Dollars in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to wit:

All that part of Lot three (3) in United States Government Survey of the Southwest Quarter of Section fourteen (14) lying south of Wakarusa Creek; All that part of the Southeast Quarter of Section fifteen (15) lying south of Wakarusa Creek; All of the Northeast Quarter of Section twenty-two (22) lying south of Wakarusa Creek, excepting a strip eight (8) chains wide off the west side thereof; and the Northwest Quarter of Section twenty-three (23), including Lot two (2) of the United States Government survey (excepting all that portion of said quarter section lying south of public road, containing about five (5) acres), and also except an undivided one-half interest in all oil, gas and other minerals in and under all of said land;

All of the above described land being in Township thirteen (13) of Range twenty (20), subject to easement dated July 13, 1923 and recorded in Book 114 at page 34 of the Douglas County, Kansas records.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

AND THE SAID party of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, that if the said party of the first part shall pay or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Nine Thousand Dollars, payable as follows:

|                                        |                                             |
|----------------------------------------|---------------------------------------------|
| \$500 on the first day of March, 1945; | \$500 on the first day of September, 1945;  |
| \$150 on the first day of March, 1946; | \$150 on the first day of September, 1946;  |
| \$150 on the first day of March, 1947; | \$150 on the first day of September, 1947;  |
| \$150 on the first day of March, 1948; | \$150 on the first day of September, 1948;  |
| \$150 on the first day of March, 1949; | \$150 on the first day of September, 1949;  |
| \$150 on the first day of March, 1950; | \$150 on the first day of September, 1950;  |
| \$150 on the first day of March, 1951; | \$150 on the first day of September, 1951;  |
| \$150 on the first day of March, 1952; | \$150 on the first day of September, 1952;  |
| \$150 on the first day of March, 1953; | \$150 on the first day of September, 1953;  |
| \$150 on the first day of March, 1954; | \$150 on the first day of September, 1954;  |
| \$150 on the first day of March, 1955; | \$150 on the first day of September, 1955;  |
| \$150 on the first day of March, 1956; | \$150 on the first day of September, 1956;  |
| \$150 on the first day of March, 1957; | \$150 on the first day of September, 1957;  |
| \$150 on the first day of March, 1958; | \$150 on the first day of September, 1958;  |
| \$150 on the first day of March, 1959; | \$3950 on the first day of September, 1959; |

with interest thereon from the first day of September, 1944, at the rate of four per cent per annum, payable semi-annually on the first day of March and September in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due and on said principal sum or any part thereof after the same becomes due or payable, whether its maturity shall result by lapse of time or by the exercise by the holder hereof of the option granted herein and in any note secured by this mortgage, to declare the indebtedness hereby evidenced to be due by reason of default, according to the tenor and effect of a promissory note or notes bearing even date herewith, executed by the said party of the first part, and payable at the office of The Mutual Benefit Life Insurance Company in Newark, New Jersey; and shall perform all and singular the covenants herein contained; then this mortgage to be void and the party of the second part shall execute and deliver to the party of the first part a release thereof which shall be recorded at the expense of the party of the first part, otherwise to remain in full force and effect.

AND the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal and the installments thereof at the times hereinbefore specified and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the legality and priority of this mortgage; that the party of the second part, its successors or assigns, may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described premises and be secured by this mortgage, and may be recovered with interest at ten per cent per annum in any suit to foreclose this mortgage.

AND the said party of the first part do further covenant and agree, until the debt hereby secured is fully satisfied, to pay all legal taxes, assessments, water rents, municipal or governmental rates, charges or impositions which may be levied or have been levied, on said premises, or on the lien created by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and to keep the buildings thereon in good repair and insured against loss or damage by fire and windstorm in companies and in amounts satisfactory to said party of the second part, its successors or assigns, with loss payable to the party of the second part, its successors or assigns, as its or their interest may appear, and to assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof, and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes, assessments, water rents, municipal or governmental rates, charges or impositions, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured. Provided, however, in case the sum of interest reserved hereunder during any year during which this mortgage shall be in force, and the taxes levied and assessed upon the debt secured by this mortgage for said year shall exceed ten per cent of the principal sum then secured by this mortgage, then and in that event, the party of the first part, shall pay only such portion of the taxes upon the debt hereby secured, as when added to the interest reserved herein, shall equal ten per cent per annum upon the indebtedness then secured by this mortgage.

AND the said party of the first part do agree that any monies received on account of any insurance loss may, at the option of the party of the second part, its successors or assigns, (a) be applied to repairing or rebuilding in a manner agreed to by the party of the second part, its successors or assigns, or (b) be applied toward payment of the indebtedness hereby secured, in a manner to be determined by the party of the second part, notwithstanding the same may not then be due, or (c) be paid to the party of the first part, or the successor in title of the party of the first part, without affecting the lien of this mortgage for the full amount hereby secured and remaining unpaid.

AND as additional and collateral security for the payment of the note or notes hereinbefore described and all sums to become due under this mortgage, said party of the first part hereby assign to said party of the second part, its successors and assigns, all the rents, profits, revenues, royalties, rights and benefits accruing to said party of the first part under all oil and gas leases on said premises with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and said

SATISFACTION OF MORTGAGE  
 This mortgage was paid in full on September 1, 1959.  
 Witness my hand and the seal of the Mutual Benefit Life Insurance Company  
 at Newark, New Jersey, this 1st day of September, 1959.

This release was written on the original mortgage, filed this 17th day of September, 1959.  
 Handwritten signature  
 Reg. of Deeds  
 Deputy