

## MORTGAGE BOOK 89

Reg. No. 3985  
Fee Paid \$6.00

Receiving No. 22049

FROM  
I. C. Anderson and Opal Anderson  
TO  
The Security Benefit Association

STATE OF KANSAS, County of Douglas, ss.  
This Mortgage was filed for record on the 13 day  
of November 1944, at 10:05 o'clock A. M.  
Harold A. Beck Register of Deeds.

THIS INDENTURE, Made this 27th day of October, 1944, by and between  
I. C. Anderson and Opal Anderson, his wife  
of Douglas County, Kansas, Mortgagor, and  
THE SECURITY BENEFIT ASSOCIATION, a corporation organized and existing under the laws of  
Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of  
TWO THOUSAND FOUR HUNDRED and 00/100 . . . . . Dollars (\$ 2,400.00 ), the receipt of which is hereby  
acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following- described  
real estate, situated in the County of Douglas, State of Kansas, to wit:

Beginning at a point Two Hundred Twenty and Five Tenths (220.5) feet  
East of the West line, and  
One Thousand Fourteen (1014) feet, more or less, South of the North line  
of the Northeast Quarter (NE $\frac{1}{4}$ )  
of Section Six (6), Township Thirteen (13), Range Twenty (20)  
on the South line of the roadway  
conveyed by the deed recorded in Book 109, page 373  
of the records of Douglas County, Kansas,  
thence East Forty-five (45) feet,  
thence South One Hundred Eighteen (118) feet  
thence East Forty-eight (48) feet, more or less,  
to the West line of the land  
conveyed to Thomas H. Chandler by the deed recorded in Book 105,  
Page 37 of the said records of Douglas County, Kansas,  
thence South One Hundred Twenty-two (122) feet,  
thence West Ninety-three (93) feet, more or less,  
to a point Two Hundred Forty (240) feet South of the place of beginning,  
thence North to the place of beginning

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances there-  
unto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles,  
gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present  
contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and  
equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fix-  
tures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or fut-  
ure use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said  
real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and form-  
ing a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the  
mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good  
right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands  
of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of  
TWO THOUSAND FOUR HUNDRED and 00/100 Dollars (\$ 2,400.00 ), as evidenced by a certain promissory note of  
even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four & one-half per  
centum ( $4\frac{1}{2}\%$ ) per annum on the unpaid balance until paid, principal and interest to be paid at the office of  
THE SECURITY BENEFIT ASSOCIATION in Topeka, Kansas, or  
at such other place as the holder of the note may designate in writing, in monthly installments of  
Eighteen and 36/100 . . . . . Dollars (\$18.36 ),  
commencing on the first day of December 1944, and 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  
November, 1949.

The Mortgagor further agrees that should the mortgage and the note secured hereby not be eligible  
for insurance under the National Housing Act within eight (8) months from the date hereof (written  
statement of any officer or authorized agent of the Federal Housing Administration dated subsequ-  
ent to the eight (8) months' 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.

For  
Release  
See  
Book 89  
Page 596