

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Ida M. Hackney, Mortgagor, to Keeler's Book Store dated 25th day of February, A.D. 1932, which is recorded in Book 72 of Mortgages, page 523, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 15th day of March, A.D. 1945

Keeler's Bookstore
W. J. Keeler, owner

STATE OF KANSAS)
DOUGLAS COUNTY)SS.

Be it remembered, that on this 13th day of March A.D. 1945 before me the undersigned a Notary Public in and for said County and State, came W. J. Keeler to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My commission expires July 25, 1947.

John W. Brand
Notary Public

Recorded March 23, 1945 at 9:00 A.M.

Harold A. Beck Register of Deeds

Receiving No. 22915

Reg. No. 4117
Fee paid \$3.00

MORTGAGE

THIS INDENTURE, Made this 23rd day of March in the year of our Lord nineteen hundred and forty-five by and between Oca D. Custer and Thomas A. Custer, her husband of the County of Douglas and State of Kansas, parties of the first part, and THE STANDARD LIFE ASSOCIATION, of Lawrence, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand two hundred 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 No. 163, less West 39½ feet, on Kentucky Street in the City of Lawrence in Douglas County, Kansas

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, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that 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 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 agreements, covenants and conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of One thousand two hundred DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows:

May 1 1945 \$50.00 and \$50.00 each succeeding month until the full amount of this note, with interest thereon, has been paid. Payments to be applied first on interest and the remainder on principal.

to the order of the said party of the second part with interest thereon at the rate of 4½ per cent per annum, payable on the first days of each month and 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 United States of America, at the Home Office of THE STANDARD LIFE ASSOCIATION, Lawrence, Kansas, or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten percent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of Three thousand DOLLARS, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure, it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver or otherwise, as it may elect.

FIFTH. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, which may be assessed upon the said land, premises or property, or upon the interest of the party of the second part therein. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agree to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the proper authority, showing full payment of all such taxes and assessments.

SIXTH. That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

SEVENTH. As additional and collateral security for the payment of the said note the mortgagors hereby assign to said mortgagee, its successors and assigns, all the rights, rents, royalties and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that said party of the second