

## DOUGLAS COUNTY

STATE OF KANSAS )  
COUNTY OF SHAWNEE)SS.

BE IT REMEMBERED, That on this 13th day of June, A.D. 1945 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. M. Kirkpatrick, National President of The Security Benefit Association, a corporation duly organized, incorporated and existing under and by virtue of the Laws of Kansas, and R. G. Lewis National Secretary of said corporation, who are personally known to me to be such officers of The Security Benefit Association, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation The Security Benefit Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above mentioned.

(SEAL) My commission expires November 12, 1947

Dorothy Swecker  
Notary Public

Recorded June 14, 1945 at 2:00 P.M.

*Harold A. Beck*

Register of Deeds

Receiving No. 23708

MORTGAGE

Reg. No. 4214  
Fee paid \$7.50

THIS MORTGAGE, Made this 18th day of June in the year of Our Lord One Thousand Nine Hundred Forty-Five by and between Fred J. Brown and Bertha A. Brown his wife, of the County of Douglas and State of Kansas parties of the first part, and Employers Reinsurance Corporation, a body corporate of Kansas City, Jackson County, Missouri party of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of Three Thousand (\$3000.00) and no/100 DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

All of Lot numbered One Hundred Seventy (170) on Tennessee Street in the City of Lawrence

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to its successors and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, Fred J. Brown and Bertha A. Brown, his wife the said parties of the first part have this day made, executed and delivered to the said party of the second part their Promissory Note of even date herewith, by which they promise to pay to the said Employers Reinsurance Corporation or order, for value received Three Thousand (\$3000.00) and no/100 DOLLARS, due as provided therein with interest from date to maturity at the rate of four and one-half (4½) per cent per annum, payable semi-annually, as evidenced by the term thereof falling due on the 18th days of June and Dec. in each year, both principal and interest notes are payable at office of said Employers Reinsurance Corporation and bear interest from maturity until paid at the rate of 8 per cent per annum, payable semi-annually.

NOW, If the said Fred J. Brown and Bertha A. Brown, his wife shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided, for the party of the second part, its successors and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisal of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expenses from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of at least \$3000.00 and no/100 Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in its own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part hereby covenant and agree that at the delivery hereof said Fred J. Brown and Bertha A. Brown 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 claim of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Fred J. Brown  
Bertha A. Brown

STATE OF KANSAS, County of Douglas, ss.

BE IT REMEMBERED, That on this 18th day of June, A.D. 1945, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Fred J. Brown and Bertha A. Brown his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

(SEAL) Term expires September 21st, 1947

M. R. Gill  
Notary Public

Recorded June 19, 1945 at 11:45 A.M.

*Harold A. Beck*

Register of Deeds