

MORTGAGE

THIS INDENTURE, made this 12th day of July, 1945, by and between Roscoe C. Charles, a single man of Douglas County, Kansas, as mortgagor, and The Ottawa Building and Loan Association, a corporation organized and existing under the laws of Kansas with its principal office and place of business at Ottawa, Kansas, as mortgagee;

WITNESSETH: That said mortgagor, for and in consideration of the sum of Seventeen hundred and No/100 Dollars (\$1700.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto said mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lots 113, 115, 117, 119, 121 and 123, on Newton Street, in Baldwin City, Kansas

Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on said property of hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same, Said mortgagor hereby covenants with said mortgagee that he is at the delivery hereof, the lawful owner of the premises above conveyed and described, and is seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is executed and delivered to secure the payment of the sum of Seventeen hundred and No/100 Dollars (\$1700.00), with interest thereon, together with such charges and advances as may be due and payable to said mortgagee under the terms and conditions of the promissory note of even date herewith and secured hereby, executed by said mortgagor to said mortgagee, payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated herein by this reference.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagors, or any of them, may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest.

The mortgagor hereby assigns to said mortgagee all rents and income arising at any and all times from said property and hereby authorize said mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or to other charges or payments provided for herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by foreclosure or otherwise.

The failure of the mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at any later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note and of this mortgage.

If said mortgagor shall cause to be paid to said mortgagee the entire amount due it hereunder, and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals thereof in accordance with the terms and provisions thereof, and if said mortgagor shall comply with all the provisions of said note and of this mortgage, then these presents shall be void; otherwise to remain in full force and effect, and said mortgagee, shall be entitled to the possession of all of said property, and may, at its option, declare the whole of said note and all indebtedness represented thereby to be immediately due and payable; and may foreclose this mortgage or take any other legal action to protect its right, and from the date of such default all items of indebtedness secured hereby shall draw interest at 10% per annum. Appraisalment waived.

This mortgage shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

STATE OF KANSAS,)
COUNTY OF FRANKLIN)ss.

Roscoe C. Charles

BE IT REMEMBERED, that on this 12th day of July, A.D. 1945, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Roscoe C. Charles, a single man who is personally known to me to be the same person who executed the within mortgage, and such person duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL) My Comm. Expires Jan. 27, 1948.

Dean Berlin
Notary Public

Recorded July 14, 1945 at 9:05 A.M.

Harold A. Beck

Register of Deeds
Barbara J. Beck
Deputy

Receiving No. 24015

Registration No. 4266
Fee paid \$11.25

MORTGAGE

This Indenture, Made this 16th day of July A.D. 1945 by and between Alvin W. Schwanke and Bessie Mae Schwanke, his wife of the County of Shawnee and State of Kansas, parties of the first part, and THE SECURITY BENEFIT ASSOCIATION, a corporation organized and existing under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part:

WITNESSETH: That the said parties of the first part, in consideration of the sum of FOUR THOUSAND FIVE HUNDRED and 00/100 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:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Seven (7), Township Twelve (12), South, Range Eighteen (18) East of 6th P.M., less traveled road running through said Southeast Quarter

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 and every contingent right or estate therein, unto the said party of the second part, its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, 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 the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Handwritten note: This release was written on the original mortgage entered this 12 day of December 1945