

DOUGLAS COUNTY

PROVIDED, Always, and these presents are upon the following covenants and conditions, to-wit:

FIRST. That said parties of the first part are justly indebted to the said second party in the sum of FOUR THOUSAND FIVE HUNDRED AND 00/100 Dollars, according to the terms of a certain mortgage note or bond of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the sum aforesaid, payable to the order of said second party as follows:

\$100.00 due February 1, 1946	100.00 due February 1, 1951
100.00 due August 1, 1946	100.00 due August 1, 1951
100.00 due February 1, 1947	100.00 due February 1, 1952
100.00 due August 1, 1947	100.00 due August 1, 1952
100.00 due February 1, 1948	100.00 due February 1, 1953
100.00 due August 1, 1948	100.00 due August 1, 1953
100.00 due February 1, 1949	100.00 due February 1, 1954
100.00 due August 1, 1949	100.00 due August 1, 1954
100.00 due February 1, 1950	100.00 due February 1, 1955
100.00 due August 1, 1950	\$2,600.00 due August 1, 1955

with interest thereon from date until maturity, at the rate of 4 per cent per annum, payable semi-annually on the first days of February & August 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 office of THE SECURITY BENEFIT ASSOCIATION, in Topeka, Kansas, and all of said notes bearing ten per cent interest after due.

SECOND. That the said first party shall pay all taxes and assessments now due, or which may become due, on said premises before the same become delinquent; and in case not so paid, the holder of this mortgage may pay such taxes and assessments, and recover the amount so paid with interest thereon at the rate of ten per cent per annum, and this mortgage shall stand as security therefor. First Party shall pay mortgage registration tax and recording fees on this mortgage, or in case said taxes and fees are paid by second party the amount thereof shall be deducted from the proceeds of this loan.

THIRD. That the said first party shall keep the buildings on said premises insured in some responsible company or companies, approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$2,500.00 - fire \$2,500.00 - windstorm Dollars, and shall deliver the policies and renewal receipts to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

FOURTH. That said first party shall keep all fences, buildings and other improvements on said premises in as good condition and repair as they now are, and shall not suffer waste nor permit the value of said premises to depreciate by neglect or want of care; and should said first party neglect so to do, said second party or assigns shall be entitled to immediate possession of said premises.

FIFTH. In case of default of payment of any sum herein covenanted to be paid for the period of ten days after the same becomes due, the said first parties agree to pay to the said second party, or its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note from the date of default, to the time when said principal and interest shall be fully paid; and in case of default of any of the covenants herein contained, the rents, royalties and the profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder shall be entitled to the possession of said property by a receiver or otherwise as it may elect; provided, however, that said party of the second part, its successors and assigns, shall be chargeable with no liability with reference to such rents, royalties and profits, nor be accountable therefor, except as to sums actually collected by it, and that the lessees in any such leases shall account for such rights, rents, royalties or benefits to the parties of the first part, or their assigns, until notified by the legal holder hereof to account for and pay over the same to such legal holder. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be released, at the expense of said party of the second part; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenant herein contained, then this conveyance shall, at the option of second party, become absolute, and the whole of said principal, and interest shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisal.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Alwin W. Schwanke
Bessie Mae Schwanke

STATE OF KANSAS)
County of Shawnee)ss.

BE IT REMEMBERED, That on this 18th day of July A.D. 1945, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Alwin W. Schwanke and Bessie Mae Schwanke, his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

(SEAL) Commission expires Nov. 12, 1947.

Dorothy Swecker
Notary Public

Recorded July 20, 1945 at 1:30 P.M.

Harold A. Beck Register of Deeds

Receiving No. 24021 L

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by John Blaney dated the 6th day of November, A.D. 1931, which is recorded in Book 78 of Mortgages, page 22, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 19th day of July, A.D. 1945.

Attest:
L.E. Eby, Secretary (CORP. SEAL)

The Lawrence Building and Loan Association
by H. C. Brinkman
Vice-President

STATE OF KANSAS)
Douglas County)ss.

Be it Remembered, That on this 19th day of July A.D. 1945 before me, the undersigned, a Notary Public, in and for said County and State, came H. C. Brinkman and L. E. Eby to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. As the