

MORTGAGE RECORD 89

First parties also agree to pay all costs, charges and expenses reasonably incurred or paid at any time by second party, including abstract expenses, because of the failure of first parties to perform or comply with the provisions in said note and in this mortgage contained, and the same are hereby secured by this mortgage.

First parties hereby assign to second party the rents and income arising at any and all times from the property mortgaged to secure this note, and hereby authorize second party or its agent, at its option upon default, to take charge of said property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenantable condition, or other charges or payments provided for in this mortgage or in the note hereby secured. This assignment of rents shall continue in force until the unpaid balance of said note is fully paid. It is also agreed that the taking of possession hereunder shall in no manner prevent or retard second party in the collection of said sums by foreclosure or otherwise.

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

If said first parties shall cause to be paid to second party 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 hereof, in accordance with the terms and provisions thereof, and comply with all the provisions in said note and in this mortgage contained, then these presents shall be void; otherwise to remain in full force and effect, and second party shall be entitled to the immediate possession of all of said premises and may, at its option, declare the whole of said note due and payable and have foreclosure of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of 10% per annum. Appraisalment and all benefits of homestead and exemption laws are hereby waived.

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

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

George Orie Starkey  
Harriette Starkey

Any statement contained herein, notwithstanding the terms of this mortgage and note secured thereby, are to be controlled by the Regulations under Title III of the Servicemen's Readjustment Act of 1944.

STATE OF KANSAS )  
COUNTY OF SHAWNEE)ss.

BE IT REMEMBERED, that on this 23 day of January, A.D. 1946, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came George Orie Starkey and Harriette Starkey, 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 the same.

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

J. Hugo Nelson  
Notary Public

(SEAL) My commission expires: Sept. 8 1949

Recorded January 26, 1946 at 9:15 A.M.

*Harold A. Beck* Register of Deeds

Receiving No. 26559

MORTGAGE

Reg. No. 4597  
Fee paid \$15.00

This Indenture, Made this 30th day of January A.D. 1946 by and between Ralph Ice and Helen May Ice, his wife, of the County of Douglas 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 Six thousand 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 Southwest quarter (SW<sub>1/4</sub>) of Section Four (4), Township Thirteen (13) South, Range Eighteen (18), East of the Sixth Principal Meridian, except a piece of land in the Northwest corner deeded to Christian Wulfkühle by deed recorded in Deed Book 49, page 536; 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 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.

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 Six thousand 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:

|                               |                                 |
|-------------------------------|---------------------------------|
| \$150.00 due August 1, 1946   | \$150.00 due August 1, 1951     |
| \$150.00 due February 1, 1947 | \$150.00 due February 1, 1952   |
| \$150.00 due August 1, 1947   | \$150.00 due August 1, 1952     |
| \$150.00 due February 1, 1948 | \$150.00 due February 1, 1953   |
| \$150.00 due August 1, 1948   | \$150.00 due August 1, 1953     |
| \$150.00 due February 1, 1949 | \$150.00 due February 1, 1954   |
| \$150.00 due August 1, 1949   | \$150.00 due August 1, 1954     |
| \$150.00 due February 1, 1950 | \$150.00 due February 1, 1955   |
| \$150.00 due August 1, 1950   | \$150.00 due August 1, 1955     |
| \$150.00 due February 1, 1951 | \$3,150.00 due February 1, 1956 |

with interest thereon from date until maturity at the rate of 4 1/2 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.

The amount secured by this mortgage has been paid in full and the instrument is hereby released this 2nd day of February, 1966.

RELEASE OF MORTGAGE  
SECURITY BENEFIT LIFE INSURANCE COMPANY  
(Formerly Security Benefit Association)  
By Dean L. Smith, Senior Vice President

was written on the original mortgage the 3rd day of February 1966  
*Dean L. Smith*  
Reg. of Deeds