

DOUGLAS COUNTY

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 \$3,000.00 Fire \$3,000.00 Windstorm 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 therefore.

FOURTH. That said first party shall keep all fences, building 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 appraisalment.

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.

Helen Lay Ioe  
Ralph Ioe

STATE OF KANSAS )  
County of Douglas)ss.

BE IT REMEMBERED, That on this 31st day of January A.D. 1946, before me, the undersigned, a Notary public in and for the County and State aforesaid, came Ralph Ioe and Helen Ioe, 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.

Beryl M. Thomas  
Notary Public

(SEAL) Commission expires Sep. 12 1949.

Recorded January 31, 1946 at 2:45 P.M.

*Harold A. Beck* Register of Deeds

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SATISFACTION OF MORTGAGE

THE SECURITY BENEFIT ASSOCIATION, the mortgagee within named, does hereby acknowledge full payment of the debt secured by the foregoing mortgage, and authorize the Register of Deeds of County, Kansas, to discharge the same of record.

IN WITNESS WHEREOF, The said corporation has caused these presents to be signed by its National President National Secretary and its seal to be affixed, this day of A.D. 19

THE SECURITY BENEFIT ASSOCIATION  
By  
National President-National Secretary

Receiving No. 26747 <

M O R T G A G E

Reg. No. 4625  
Fee paid \$12.50

This Mortgage, Made this <sup>first</sup> day of February in the year of Our Lord One Thousand Nine Hundred Forty-six by and between Clair H. Shimp and Marie L. Shimp, husband and wife, of the County of Jackson and State of Missouri parties of the first part, and James G. Rowell and Caroline S. Rowell or the survivor of them parties of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of Five thousand and no/00 (\$5,000.00) Dollars, to them in hand paid by the said parties 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 parties of the second part, and to their heirs 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 the West half of the Southeast quarter of Section Thirty-five (35), Township Thirteen (13) Range Twenty (20), containing 80 acres more or less, this day conveyed by parties of the second part to the parties of the first part,

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

Whereas, as part of the purchase of the above premises, the said parties of the first part have this day made, executed and delivered to the said parties of the second part their Promissory note of even date herewith, by which they promise to pay to the said the said parties of the second part or the survivor of them, or order, for value received, the sum of Five Thousand and no/00 (\$5,000.00) Dollars, due in annual installments with interest from March 1, 46 to maturity at the rate of five per cent per annum, payable annually, all as evidenced by a true copy of said note hereto attached and made a part hereof for all purposes, \$5,000.00

For value received we promise to pay James G. Rowell and Caroline S. Rowell or the survivor of them, or order, the sum of Five Thousand and no/00 (\$5,000.00) Dollars, with interest from March 1, 1946 at the rate of five (5) per cent per annum, at office of W.A. Medill, Kansas City, Mo. or such other place in said City as the holder hereof may designate from time to time in writing, in installments, payable as follows, to-wit: Five hundred & no/100 dollars on the first day of March 1947, and five hundred dollars on the 1st day of each succeeding month of March thereafter, until the whole sum named is fully paid. Each installment shall be first applied in payment of the interest and then on the unpaid balance of the principal sum. If default is made in the payment of any installment when due, then all the remaining installments shall become due and pay-

In Release see Book 94 Page 24