

MORTGAGE RECORD 89

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

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

William P. Yearout Jr.
Kathryn Yearout

STATE OF KANSAS)
County of Douglas)ss:

Be it remembered, that on this 29th day of October, A. D. 1946, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came WILLIAM P. YEAROUT JR. and KATHRYN YEAROUT, his wife who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

(SEAL) Term expires Oct, 3rd, 1948.

Arthur S. Peek
Notary Public Douglas County,
Kansas.

Recorded October 29, 1946 at 10:20 A.M.

Harold A. Beck

Register of Deeds.

RELEASE

The amount secured by this mortgage has been paid in full, and the same is hereby canceled this 19th day of *January*, 1948.

Arthur S. Peek
Assistant Secretary

(Corp. Seal)

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By *J. A. Anderson*
Vice President

This release was written on the original mortgage entered this 30 day of Jan 1948
Harold A. Beck
Reg. of Deeds

Receiving No. 30352

Reg. No. 5287
Fee Paid \$7.50

KANSAS MORTGAGE

This Indenture, Made the 25th day of October, A.D. 1946, between Clarence Schehrer and Marjorie Schehrer, his wife, parties of the first part, and the Equitable Life Assurance Society of the United States, a corporation organized and existing under the Laws of the State of New York, having its principal office at number 393 Seventh Avenue, New York City, N. Y., party of the second part:

Witnesseth, That the said parties of the first part, in consideration of Three Thousand and No/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 or assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit:

West Half of Southeast Quarter of Section Thirty-two (32), Township Thirteen (13) South, Range Twenty-one (21) East of the Sixth Principal Meridian

and containing 80 acres, more or less.

To Have and to Hold the same with all and singular the hereditaments and appurtenances thereunto belonging unto the said party of the second part, its successors or assigns forever.

And the said parties of the first part 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, and that they have a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that the parties of the first part hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waive all benefit of the homestead, appraisement, exemption and stay laws of the State of Kansas, and agree to pay all fees necessary for recording this instrument.

Conditioned, However, That whereas, the said parties of the first part, are justly indebted to the said The Equitable Life Assurance Society of the United States for money borrowed in the principal sum of Three Thousand and no/100 - - Dollars, to secure the payment of which the parties of the first part have executed and delivered to the said The Equitable Life Assurance Society of the United States a certain promissory note in the sum of Three Thousand and No/100 - - Dollars, bearing even date herewith and payable to the order of The Equitable Life Assurance Society of the United States, its successors or assigns, according to the tenor and effect of said note, with interest thereon from November 1, 1946, to maturity, at the rate provided for in said note, and both principal and interest to bear interest after maturity at the rate of ten (10) per cent per annum, payable semi-annually, until paid.

And said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due and payable and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid to procure and maintain policies of fire and if required tornado and windstorm insurance on the buildings erected and to be erected upon the above described premises in some responsible company or companies, to the satisfaction of the party of the second part, to the amount of - - - Dollars, loss, if any payable to the mortgagee or its assigns. It is further agreed that all policies of insurance, of whatever nature and of whatever amount, taken out on said improvements or fixtures thereto attached during the existence of the debt hereby secured, shall be constantly assigned, pledged and delivered to said party of the second part, for further securing the payment thereof; all renewal policies to be delivered to the party of the second part at its New York office at least three days before the expiration of the old policies, with full power hereby conferred to settle and compromise all loss claims, to demand, receive and receipt for all moneys becoming payable thereunder, and the same to apply toward the payment of said obligations, unless otherwise paid, or in rebuilding or restoring the damaged buildings as the mortgagee may elect; and in the event of foreclosure hereunder, with power to assign to the purchaser at foreclosure sale the unexpired term of all such policies; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall