

31175 BOOK 89  
MORTGAGE

This Indenture, Made this 18th day of January A. D. 19 47 by and between

Lydia M. Sims and Ethan A. Sims, her husband

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 THREE 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:

Lot Eighty (80) and the South Ten (10) feet of Lot Seventy-eight (78) on New Hampshire Street in the City of Lawrence

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 THREE 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:

\$37.98 on the first day of March, 1947, and the same amount on the first day of each and every month thereafter until the interest and principal are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 1955.

Payments to include interest thereon from date until maturity, at the rate of 5 per cent per annum, payable on the first day of each month on the unpaid balance

The Security Benefit Association, the mortgage within named, has hereby acknowledged full payment of its debt secured by the foregoing mortgage, and certifies the Register of Deeds of Douglas County, Kansas, to discharge the same of record. It is hereby acknowledged that the said Corporation has caused this mortgage to be signed by its Secretary and its seal to be affixed, this 24th day of March, A. D. 1948. (Copy filed)

By J. H. Chasman, Secretary - The Association

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Witnessed at, Kansas