

31273 BOOK 91.  
**MORTGAGE**

This Indenture, Made this 30th day of January A. D. 1947 by and between.

John H. Emick and Eugenia J. Emick, his wife

of the County of Douglas and State of Kansas, part 1st 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 part 1st. of the first part, in consideration of the sum of THREE THOUSAND FIVE HUNDRED 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:

Beginning at a point in the South line of the North Half of the Southeast Quarter (N1/2SE1/4) of Section Sixteen (16), Township Twelve (12), Range Twenty (20), One Hundred Twenty-five and Six Tenths (125.6) feet West of the Southeast corner of the North Half of the Southeast Quarter (N1/2SE1/4) of said Section Sixteen (16), said point also being in the West line of the right of way of Highway U. S. 40, thence West in and along the South line of the North Half of said Southeast Quarter (N1/2SE1/4) Two Hundred Fifty-five (255) feet, thence North One Hundred Fifty (150) feet, thence East Three Hundred Twenty-six (326) feet to a point in the West line of the right of way of Highway U. S. 40, thence in a Southwesterly direction in and along the West line of the right of way of Highway U. S. 40, the same being a curved line, to the place of beginning, and containing one acre, less land taken for highway purposes.

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 part 1st. 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 part 1st. of the first part are justly indebted to the said second party in the sum of THREE 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:

\$66.05 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, 1952

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

incumbrances, 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.