Reg. No.5904 Fee Paid $3.75

33557 BOOK 93

MORTGAGE

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

I. J. Jones and Ethel G. Jones, his wife

of the County of Douglas and State of Kansas part ies 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 ies of the first part, in consideration of the sum of ONE 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:

Lot Two Hundred Twenty-four (224) on Ohio Street,
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 part ies of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owner s 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 ONE 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 part ies of the first part, in consideration of the actual loan of the sum aforesaid, payable to the order of said second party as follows:

$28.31 due on the first day of November, 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 October, 1952

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

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.