

37880 BOOK 95

MORTGAGE

THIS INDENTURE, Made this 29th day of April, 1949, by and between

CLIFFORD W. DAVENPORT and MARY E. DAVENPORT, His Wife
of Hamilton County, Iowa, Mortgagee, and

BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA

a corporation organized and existing under the laws of Missouri, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of FIFTEEN THOUSAND AND NO/100 ----- Dollars (\$ 15,000.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

The East Half (25) except part described;
Beginning 1 rod West of the Northeast section corner
Thence South 58 rods
Thence West 39 rods
Thence South 45 rods
Thence West 40 rods
Thence North to point 700 feet South of the North section line
Thence West 18 feet
Thence South 201 feet
Thence North 64° 20' West 359.6 feet
Thence North 732.75 feet
Thence East 101 1/3 rods to beginning
Section Thirty-four (34), Township Twelve (12), Range Nineteen (19).

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagee of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagee covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto, forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of FIFTEEN THOUSAND AND NO/100 ----- DOLLARS (\$ 15,000.00), with interest thereon, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable in installments as provided by said note until the total amount of indebtedness to the Mortgagee, its successors and assigns, has been paid in full.

The Mortgagee covenants and agrees as follows:

1. That he will promptly pay the principal and interest evidenced by the said note, at the times and in the manner therein provided.
2. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made, herein, and in default thereof the Mortgagee may pay the same.
3. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.