

38319

BOOK 95

## KANSAS MORTGAGE

This Indenture. Made the 25th day of May, A. D. 1949, between

Joseph Carl Maichel, a single man,

part y 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 party of the first part, in consideration of Ten Thousand and no/100 ----- Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, do ss 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:

Southeast Quarter of Section Fourteen (14),  
Southeast Quarter of Section Twenty-four (24),  
and Northeast Quarter of Section Twenty-five  
(25), all in Township Fourteen (14) South,  
Range Seventeen (17); and Southeast Quarter of  
Section Six (6), Township Fifteen (15) South,  
Range Eighteen (18); all East of the Sixth  
Principal Meridian.

and containig 640 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 part y of the first part hereby covenants and agrees that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and that he has a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that the party of the first part hereby warrant s and defend s the title thereto against the claims of all persons whomsoever, and hereby expressly waive s all benefit of the homestead, appraisalment, exemption and stay laws of the State of Kansas, and agree s to pay all fees necessary for recording this instrument.

Conditioned, However, That whereas, the said part y of the first part, is justly indebted to the said The Equitable Life Assurance Society of the United States for money borrowed in the principal sum of Ten Thousand and no/100 ----- Dollars, to secure the payment of which the party of the first part has executed and delivered to the said The Equitable Life Assurance Society of the United States a certain promissory note in the sum of Ten 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 June 1, 1949 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.