

Loan No. 2873

38763 BOOK 96

This Mortgage, made the 19th day of August A. D. 1949

Between Stella K. Skinner and Alfred E. Skinner, her husband

of the County of Douglas, and State of Kansas, parties of the first part, and The Shideler Mortgage and Investment Company, a corporation, of Topeka, Kansas, party of the second part.

Witnesseth: That whereas the said parties of the first part are justly indebted to the said The Shideler Mortgage and Investment Company of Topeka, Kansas, for money borrowed in the sum of One Thousand Five Hundred (\$1500.00) DOLLARS.

to secure the payment of which they have executed their promissory note, of even date herewith, for One Thousand Five Hundred (\$1500.00) Dollars.

payable in semi-annual payments, the first payment of One Hundred (\$100.00) Dollars

being payable on the 19th day of February 1950, and a payment of

One Hundred (\$100.00) Dollars being payable on the 19th day

of August 1950, and a payment of One Hundred (\$100.00) Dollars

being payable on the 19th day of February and August

in each succeeding year thereafter, except the last payment which shall be

for the full amount of the balance due on said note, which said sum of

One Thousand Five Hundred (\$1500.00) Dollars bears interest at the

rate of five (5) per cent. per annum, payable semi-annually on the 19th

day of February and August of each year.

Said note is executed by the said parties of the first part, and bears interest after maturity on both principal and interest at the rate of ten (10) per cent. per annum, payable annually, until paid, and is made payable to the order of said The Shideler Mortgage and Investment Company at Topeka, Kansas.

Now, therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto said party of the second part, its successors and assigns, forever, all the following described lands and premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated and being in the County of Douglas and State of Kansas, to wit:

The West Half of the Northeast Quarter of Section Thirty Two (32) Township Eleven (11), South, Range Eighteen (18) East of the 6th P. M., in Douglas County, Kansas.

And the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, as collateral security for the debt hereby secured.