

42111 BOOK 99

# MORTGAGE

This Indenture Made this 4th day of October  
in the year of our Lord-nineteen hundred and fifty  
by and between JOHN SCHEFFER and REGINA SCHEFFER, his wife,

of the County of Douglas and State of Kansas, parties of the first part,  
and THE CENTRAL MORTGAGE COMPANY, party of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of  
TWO THOUSAND FIVE HUNDRED AND NO/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:

The North Half of the Northeast Quarter of  
Section Eight (8), Township Fourteen (14),  
Range Twenty-one (21) East of the Sixth  
Principal Meridian.

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, unto the  
said party of the second part, and to its successors and assigns, forever. And the said parties of  
the first part do hereby covenant and agree that at the delivery hereof, that 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 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 agreements, covenants and  
conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part  
in the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS,  
according to the terms of one certain mortgage note of even date herewith,  
executed by said parties of the first part, in consideration of the actual loan of the said sum, and  
payable as follows:

November 1	19 51	\$ 100.00	19	\$
November 1	19 52	\$ 100.00	19	\$
November 1	19 53	\$ 100.00	19	\$
November 1	19 54	\$ 100.00	19	\$
November 1	19 55	\$ 2100.00	19	\$

to the order of the said party of the second part with interest thereon at the rate of 4% per  
cent per annum, payable semi-annually, on the first days of May and  
November in each year, 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 GUARANTY TRUST COMPANY, New York,  
N. Y., or at such other place as the legal holder of the principal note may in writing designate,  
and said note bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said  
premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which  
are now or may hereafter be upon the premises unceasingly insured to the amount of

TWO THOUSAND AND NO/100 DOLLARS,  
in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the  
amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies  
of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party  
of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part  
for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the  
indebtedness secured hereby or in rebuilding.

To be returned to the County Clerk of Douglas County, Kansas, after the expiration of the term of years herein expressed.