

42303 BOOK-99

MORTGAGE

THIS INDENTURE, made the 1st day of November, 1950, A. D. 1950, between
 Carl J. Hunzicker and Edith G. Hunzicker, his wife,
 hereinafter called "mortgagor", 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 393 Seventh Avenue, New York, New York, hereinafter called "mortgagee":

WITNESSETH, That the said mortgagor, in consideration of
 Two Thousand Five Hundred and No/100 Dollars (\$2,500.00),
 to him in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey
 unto the said mortgagee, its successors or assigns forever, the following described real estate situated in the County of
 Douglas and State of Kansas, to-wit:

South Ten (10) Acres of East Twenty-six and
 Two-thirds (26 2/3) Acres of North Half of
 Northwest quarter of Section Twenty-five (25),
 Township Twelve (12) South, Range Nineteen (19)
 East of the Sixth Principal Meridian

and containing 10 acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belong-
 ing unto the said mortgagee, its successors or assigns, forever.

And the said mortgagor hereby covenants and agrees that at the delivery hereof he is the lawful owner of the prem-
 ises above granted, and is 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 he does hereby warrant
 and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waives all benefit of the
 homestead, appraisal, exemption and stay laws of the State of Kansas, and agrees to pay all fees necessary for record-
 ing this instrument.

CONDITIONED, HOWEVER, that whereas, the said mortgagor is justly indebted to the said mortgagee for
 money borrowed in the principal sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00),
 to secure the payment of which the mortgagor has executed and delivered to the said mortgagee a certain promissory
 note in the sum of Two Thousand Five Hundred and No/100 Dollars, bearing even date herewith and payable to the order of the mortgagee, its successors or assigns, according to the tenor
 and effect of said note, with interest thereon from November 1, 1950, 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 per cent per
 annum, payable semi-annually, until paid.