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REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 22nd day of December

Nineteen Hundred fifty-four, between Dr. W. W. Wempe and Margaret M. Wempe, his wife, and Dale Babbitt and Norma L. Babbitt, his wife,

of the County of Douglas
in the State of Kansas, of the first part, and ~~THE KANSAS MARINE INSURANCE COMPANY~~ of
McPherson, Kansas, of the second part, ALLIANCE MUTUAL CASUALTY

WITNESSETH, That the part ies of the first part, in consideration of the sum of

TEN THOUSAND (\$10,000.00) - - - - - DOLLARS,

to them in hand paid, the receipt whereof is hereby acknowledged, do hereby mortgage and warrant to the said party of the second part, its successors and assigns forever,

the following tract or parcel of land, situated in the County of Douglas
State of Kansas, described as follows, to-wit:

Commencing at the Northwest corner of the East One-half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Thirteen (13) South, Range Twenty (20) East of the 6th P.M., in Douglas County, Kansas, thence South Forty (40) rods, thence East twelve (12) rods, thence North forty (40) rods to the North line of said section, thence West twelve (12) rods to the place of beginning subject to public highways.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging and all rents, issues and profits which shall hereafter accrue from said premises, including all royalties and all rentals from any lease for oil, gas and other minerals, after default in the terms of this mortgage or of the note which it secures and the same are hereby conveyed, assigned and transferred to said party of the second part. Upon such default in the payment of the obligations hereby secured or compliance with any of the provisions of said note or of this mortgage, the said second party may and it is hereby expressly authorized to demand, collect and receive all of said rents, issues, profits and royalties and apply the same to the payment of said indebtedness, but the said party of the second part shall not be liable to said mortgagor for any failure to collect or receive the same or any part thereof.

This mortgage is given to secure the payment of the sum of

TEN THOUSAND (\$10,000.00) - - - - - DOLLARS,

with interest thereon at the rate of 6 per centum per annum, payable in semi-annual installments of \$ 666.18 commencing on the 1st day of July

1955, and on the 1st day of Jan., 1956 and on like dates in each year thereafter to be applied, first, to interest on the unpaid balance and the remainder to the principal until the debt shall be fully paid according to the terms of that certain promissory note this day executed and delivered by the said mortgagor to the said mortgagee.

This mortgage shall also secure the payment of any additional sum or sums of money which may be advanced or loaned by the party of the second part, or its assigns, to the parties of the first part herein or either of them, their heirs, devisees, grantees or successors, at the date hereof or at any time hereafter, however evidenced, whether by note, check, receipt or book account and whether payment be made directly to said parties of the first part, for their own use, or for their benefit in paying for taxes, insurance, maintenance, repairs, rehabilitation, modernization, rebuilding or enlargement of the improvements on the premises herein described, and shall remain in full force and effect until all loans and advancements made by virtue hereof have been paid in full with interest.

The mortgagor agrees to pay all taxes and assessments against said property and to keep the property insured against loss or damage by fire, lightning and tornado in the amount of \$ 15,000.00.