

Reg. No. 15,728

Fee Paid \$3.00

72597

BOOK 124

REAL ESTATE MORTGAGE (TO CORPORATION) C-384-2 T.W.

Hall Litho. Co., Topeka

THIS INDENTURE, made this 27th day of January, 1960, between  
I. C. Jones and E. Frances Jones, his wife, - - - - -  
of the County of Franklin and State of Kansas, hereinafter referred to as mortgagors, and

THE AMERICAN STATE BANK of Osawatomie, Kansas  
hereinafter referred to as mortgagee, -

WITNESSETH, That said mortgagors, in consideration of the sum of Twelve hundred and no/100 - DOLLARS to them duly paid, the receipt of which is hereby acknowledged, hereby mortgage and warrant to said mortgagee, its successors and assigns, all of the following described property situated in the County of Douglas and State of Kansas, to-wit:

Lots 30 and 31 in Fairfax, an addition to the City of Lawrence

together with the appurtenances and all of the estate, title and interest of the mortgagors therein. To have and to hold the above described property unto the mortgagee forever.

This mortgage is given to secure payment of the sum of      Twelve hundred and no/100 - - - - -  
- - - - - DOLLARS

according to the terms of one certain promissory note this day executed by said mortgagors to the mortgagee for that amount which is due and payable on \$50. monthly, interest included with interest of 6% per annum from the date thereof until paid, all according to the terms of said note.

monies from the date thereof until paid, all according to the terms of said note. The mortgagor shall pay to the mortgagee the principal of said note, interest, and the taxes on said land, the mortgages hereby transfer, assign, set over and convey to the mortgagee all rents, royalties, bonuses, delay moneys or other income that may from time to time become due and payable under any oil, gas, mineral or other lease/s of any kind now existing or hereafter to come into existence covering said property, or any portion thereof, with authority to collect the same; and the mortgagor shall execute and deliver to the mortgagee all such instruments as may be required by the mortgagee, and the mortgagor may now or hereafter require in order to facilitate the payment to it of said rents, royalties, bonuses, delay rentals or other income, which rights are to be exercised by said mortgagees only in the event of delinquency or default in compliance with the terms of this mortgage and the debt hereby secured. Said assignment shall terminate and become void upon the payment and satisfaction in full of the principal of said note, interest, and taxes on said land, and the taxes on said land, and the taxes on said property, then all notes secured by this mortgage shall thereupon become due and payable, at the option of the mortgagee.

Said mortgagors hereby covenant and agree that at the delivery hereof they are the lawful owners of the above described property, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except

No Exceptions

and that they will warrant and defend the same against any and all claims whatsoever.

This mortgage shall be void if all payments are made as in said note, and as herein specified. Time is expressly made of the essence hereof.

Said mortgagors hereby agree to pay all taxes assessed on said property before any penalties or costs accrue thereon, and also agree to keep said property insured in favor of said mortgagee in the sum of Twelve hundred and no/100 - - - - - DOLLARS.

in an insurance company satisfactory to said mortgagees; in default whereof the mortgagee may pay the taxes and accruing penalties, interest and costs, and may insure the same at the expense of the mortgagors, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the date of payment thereof become an additional lien under this mortgage upon the above-described property, and shall bear interest at the rate of 10% per annum until paid to the mortgagee.

Mortragors agree not to commit or permit waste on said property.

10. If any party agrees not to contest or permit a sale of said property, then the party so agreeing shall be deemed to have agreed to pay the taxes assessed on said property, or if the insurance is not kept up thereon, or if any other terms of said note—or this mortgage—are breached by the mortgagor, then the whole principal of said debt, with interest, and all taxes and accruing penalties and interest and costs remaining unpaid or which may have been paid by the mortgagor, and all sums paid by the mortgagor for insurance, shall become immediately due to the mortgagee, and the mortgagee shall have the right to sell the property, or to foreclose thereon, after to take possession of said property and foreclose and sell the same, or any part thereof, in the manner prescribed by law. Appraisal waived or not, at the option of the mortgagee. Out of all money arising from such foreclosure sale, the mortgagee may retain the amount due or to become due to it according to the conditions of this instrument, together with the costs and charges of making such sale, and the balance, if any, shall be paid by the party making such sale, on demand, to the mortgagor.

IN TESTIMONY WHEREOF, the said mortgagors have hereunto subscribed their names on the day and year first above written.

J. C. Jones (Seal)

E. Frances. Jones (8-1)

### Mortgagors

State of Kansas, County of Miami

BE IT REMEMBERED, that on this 27th day of January, 1960, before me, the undersigned, a notary public

and for the County and State aforesaid, came I. C. Jones and E. Frances Jones, his wife to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Att. Rev. 4-52  
31800 AM A 57

Alfred Weber

(My commission expires April 6 19 62)

\$1200.00

Satisfaction.

Oct. 5, 1960

RECEIVED OF I. C. Jones and E. Frances Jones the within-named mortgagors, the sum of Twelve hundred and No/100 and no/100 Dollars, in full satisfaction of the within Mortgage.

Attest: Louetta Higley Asst Cash

Osawatomie, Kansas

(Corp. Seal)

6 The raincoat  
was W. 1100  
on the original  
price tag altered  
the 300 day  
of October  
19 60  
Harold A. Bell  
Red of Dreads  
by James Brown