

MORTGAGE—Savings and Loan Form—(Direct Reduction Plan) 255-2

Hall Litho. Co., Inc., Topeka

BOOK 132

MORTGAGE

Loan No. 11190

THIS INSTRUMENT made this 28th day of September 1952, by and between

Clarence Blackman, a/k/a Clarence S. Blackman, and Virginia Lucile Blackman, a/k/a Virginia L. Blackman, husband and wife

of Douglas County, Kansas, as mortgagor S., and

Ottawa Savings and Loan Association

a corporation organized and existing

under the laws of Kansas with its principal office and place of business at Ottawa, Kansas, as mortgagee;

WITNESSETH: That said mortgagor S., for and in consideration of the sum of Twenty-eight thousand and No/100 Dollars (\$28,000.00),

the receipt of which is hereby acknowledged, do hereby present mortgage and warrant unto said mortgagee, its successors and assigns, forever, all the following described real estate, situated in the county of Douglas and State of Kansas, to-wit:

Beginning at the Northwest corner of the Southeast Quarter of Section Twenty-seven (27), Township Fourteen (14), Range Twenty (20), thence South 100 rods; thence East 80 rods; thence North 100 rods; thence West 80 rods to the place of beginning; except a strip of land 100 feet wide beginning 35 rods East of the Northwest corner of said Quarter Section and running East 35 rods, containing 50 acres, more or less; except a circular tract of land with a radius of 10 feet from the center of the top stone of the Ribbee Cabin monument and public access to and from the said monument both by car and pedestrian; Also that part of the South Three Fourths (S 3/4) of the West Three Fourths (W 3/4) of the Northeast Quarter (NE 1/4) of Section Twenty-seven (27), Township Fourteen (14), Range Twenty (20), lying South and West of Township Road No. 51-1, in Douglas County, State of Kansas; containing six acres more or less, except 0.35 acres in the Southwest corner of said tract as appears of record; Also beginning at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 27, Township 14, Range 20, thence East 40 rods; thence South 54 rods; thence East 6 rods; thence South 66 rods; thence West 46 rods; thence North 120 rods to the place of beginning, said tract being in Township 14, Range 20, in Douglas County, Kansas, containing 33 acres, more or less.

Also: All of Lot 25, White Acres, an addition to the City of Gardner, Johnson County, Kansas, according to the recorded plat thereof.

Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on said property or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, and warrant the title to the same. Said mortgagor S. hereby covenant with said mortgagee that they are, at the delivery hereof, the lawful owner S. of the premises above conveyed and described, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that they will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is executed and delivered to secure the payment of the sum of Twenty-eight thousand and No/100 Dollars (\$28,000.00), with interest thereon, together with such charges and advances as may be due and payable to said mortgagee under the terms and conditions of the promissory note of even date herewith and secured hereby, executed by said mortgagor S. to said mortgagee, payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated herein by this reference.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor S. by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagors, or any of them, may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest.

The mortgagors hereby assign to said mortgagee all rents and income arising at any and all times from said property and hereby authorize said mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or to other charges or payments provided for herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by foreclosure or otherwise.

*for partial release of mortgage see Book 138 Page 512
for partial release of mortgage see Book 136 Page 12*