

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 16½ feet wide beginning 35 rods East of the Northwest corner of said Quarter Sec. 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 Kibbee Cabin monument and public access to and from 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 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 2.35 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 35, White Acres, an Addition to the City of Gardner, Johnson County, Kansas, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances therunto 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 Three thousand and no /100 ----- Dollars (\$ 3000.00 ), 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 mortgagor S. hereby assigns to said mortgagee all rents and income arising at any and all times from said property and hereby authorizes 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 tenantable 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.

There are no unpaid labor or material bills outstanding which would result in a mechanic's lien against this property. Any transfer of said real estate shall be subject to the condition that the purchaser or purchasers shall also be liable for the payment of such indebtedness.

The failure of the mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at any later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note and of this mortgage.

If said mortgagor S. shall cause to be paid to said mortgagee the entire amount due it hereunder, and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals thereof in accordance with the terms and provisions thereof, and if said mortgagors S. shall comply with all the provisions of said note and of this mortgage, then these presents shall be void; otherwise to remain in full force and effect, and said mortgagee shall be entitled to the possession of all of said property, and may, at its option, declare the whole of said note and all indebtedness represented thereby to be immediately due and payable, and may foreclose this mortgage or take any other legal action to protect its right, and from the date of such default all items of indebtedness secured hereby shall draw interest at 10% per annum. Appraisal waived.

This mortgage shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said mortgagor S. have hereunto set their hand S. the day and year first above written.

*Clarence Blackman*  
Clarence Blackman

*Virginia Lucile Blackman*  
Virginia Lucile Blackman