

MORTGAGE—Real Estate

87105 BOOK 136

THIS MORTGAGE, Made this 18th day of February, A. D., 1964  
between Alice Anne Callahan and Mary Jane Chubb, both single persons  
of Douglas County, Kansas, Mortgagor<sup>s</sup>  
and THE INDEPENDENCE STATE BANK, of Independence, Kansas, Mortgagee.

WITNESSETH, That the Mortgagor<sup>s</sup>, in consideration of the sum of  
Thirty-Three Thousand Five Hundred and No/100----- DOLLARS,  
the receipt of which is hereby acknowledged, do hereby mortgage and warrant to the Mortgagee the  
following described real estate, situate in Douglas County, Kansas, to-wit:

Lots Number One Hundred Twenty (120), One Hundred Twenty-Two (122) and  
One Hundred Twenty-Four (124) on Lincoln Street, in the City of Baldwin  
City, Kansas

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments  
and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED ALWAYS, and this mortgage is upon this express condition that whereas, the Mortgagor<sup>s</sup>  
have this day executed and delivered a certain promissory note, in writing to the Mortgagee  
for \$33,500.00 with principal and interest due according to its terms,  
of which the following is a copy-----

Independence, Kansas, 19, \$

After date, for value received, we each as principal, jointly and severally, promise  
to pay to the order of THE INDEPENDENCE STATE BANK,

----- DOLLARS  
at The Independence State Bank, of Independence, Kansas, with interest at the rate ----- per cent  
per annum from ----- until paid.

We, the makers, assignors, endorser and sureties severally waive presentment for payment, demand,  
protest, and notice of protest for non-payment of this note.

No. ----- When due ----- P. O. -----

NOW, if the Mortgagor<sup>s</sup> shall pay or cause to be paid to the Mortgagee the indebtedness in the  
above described note mentioned, together with the interest thereon, according to the terms and tenor  
thereof and any other indebtedness secured hereby whether authorized by the terms hereof or by law,  
then these presents shall be wholly discharged and void; and otherwise shall remain in full force and ef-  
fect. But if said note indebtedness, or any part thereof, or any interest thereon, is not paid when the  
same becomes due, or if the taxes and assessments of every nature which are or may be assessed and levied  
against said real estate, or any part thereof, are not paid when the same are by law made due and pay-  
able, or if the insurance hereinafter provided for is not procured, then the Mortgagee, at its option and  
without notice, may declare all sums secured hereby immediately due and payable, and the Mortgagee  
shall be entitled to the possession of the mortgaged premises and shall be entitled to enforce all the rights  
and remedies granted hereby or by law.

The Mortgagor<sup>s</sup> agree to keep all buildings now or hereafter upon said real estate constantly in-  
sured for the benefit of the Mortgagee against loss either by fire or tornado in such company or companies  
as are acceptable to the Mortgagee in such sum or sums as such company or companies will insure for, not  
to exceed the amount of the indebtedness secured hereby. All policies shall make loss payable to the  
Mortgagee and, as issued, shall be assigned and delivered to and be held by the Mortgagee as further  
security for the payment of all indebtedness hereby secured. If this obligation is not performed by Mort-  
gagor<sup>s</sup>, Mortgagee may procure such insurance and this mortgage shall stand as security for the prem-  
ium or premiums so paid and interest thereon.

The Mortgagee shall be under no obligation either to pay taxes and assessments or procure or pay for  
insurance, and, in the event Mortgagee shall pay taxes and assessments or procure and pay for insurance,  
such payment or payments shall not operate as a waiver of any default hereunder.

It is agreed that each provision and agreement hereof shall apply to, inure to the benefit of and bind  
Mortgagor<sup>s</sup> and the Mortgagee and their respective heirs, successors and assigns and the term Mortgagee  
shall include the holder or holders of any indebtedness secured hereby.

IN WITNESS WHEREOF, the Mortgagor<sup>s</sup> have hereto set their hands the day and  
year first above written.

*Alice Anne Callahan*  
Alice Anne Callahan  
*Mary Jane Chubb*  
Mary Jane Chubb