

Dollar Mortgage

(42C)

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87418

REAL ESTATE MORTGAGE

BOOK 137

THIS INDENTURE, Made this 24th day of March in the year of our Lord one thousand nine hundred, sixty-four, between James P. Earnshaw and Linda L. Earnshaw, his wife in the County of Douglas and State of Kansas, of the first part, and THE FARMERS BANK, GARDNER, Kansas, of the second part. WITNESSETH, That the said part ies of the first part, in consideration of the sum of ONE DOLLAR AND SUCH FUTURE ADVANCEMENTS MADE FROM TIME TO TIME TO PARTIES OF THE FIRST PART, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said second party, its successors, and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The East One Half (E 1/2) of the Northwest Quarter (NW 1/4)
Section 34, Township 14, Range 21
Douglas County, Kansas

TO HAVE AND TO HOLD THE SAME, With all the appurtenances thereto belonging unto the said second party, its successors, and assigns, forever. And the said first part ies do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free from all incumbrances, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by party of the second part, or its assigns, to the part ies of the first part herein, either or any of them, at the date hereof or from time to time, it being the intention of the parties hereto that this mortgage shall secure any advances made from time to time to the part ies of the first part, by the party of the second part, however evidenced, whether by note, whether by way of loan, discount, endorsement or overdraft, of either party, which interest on such sums at rates of interest to be fixed at time of advancing such sums; provided, however, that the making of any such advances shall be optional with the second party, or its assigns, and provided further that the aggregate amount of such sums so advanced shall not exceed Seventy Five Hundred and No/100-- (\$7,500.00) dollars at any one time, and such advances may be made and repaid and again made and said aggregate amount shall be considered only the limit of the total amount of the principal of such advances as may be outstanding at any one time; and this mortgage shall secure the payment of any and all extensions or renewals and successive extensions or renewals of said note or notes and of any indebtedness at any time secured by this mortgage, and all interest on the same, all of which extensions or renewals shall be optional with the party of the second part, or its assigns, and for all of which this mortgage shall stand as a continuing security until paid and shall remain in full force and effect between the parties hereto and their assigns until all advances made by virtue hereof are paid in full, with interest.

Now, if said first part ies shall pay or cause to be paid the said sum or sums of money, with interest thereon, according to the terms of said note or notes or other evidence of indebtedness, then these presents shall be void. But if default be made in such payments or any part thereof, or interest thereon, or if any taxes or assessments levied against said property or charges for insurance are not paid when the same are due and payable, then and in either of those events, said principal note and interest thereon, and all taxes and accrued penalties and interest and all sums paid by the second party for insurance shall and by this indenture do, immediately become due and payable, at the option of the second party, to be at any time thereafter exercised without notice to the first part ies. But the legal holder of this mortgage may at his option, pay said taxes, assessments or charges for insurance so due and payable and charge them against said first part ies, and the amount so charged, together with interest at the rate of ten percent per annum, payable semi-annually, shall be an additional lien upon the said mortgaged property, and the said second party may immediately cause this mortgage to be foreclosed in the manner prescribed by law. Said first part ies hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the buildings erected or to be erected on said premises, insured against loss by fire, lightning and tornado to the amount of _____ dollars, in some insurance company satisfactory to the second party.

As additional collateral security for the payment of said note, notes and advancements, the first part ies hereby assigns to said second party, its successors or assigns, all the rights and benefits accruing to said first part ies under all oil, gas or mineral leases now or hereafter on said premises, and do hereby assign to the second party any and all rents on the premises herein described, and authorize said second party to take possession of said premises at any time there is any default in the payment of the debt hereby secured, or in the performance of any obligation herein contained, and rent the same for the account of the first part ies as described herein, and to deduct from such rents all costs of collection, and to apply the remainder of the same on the debt hereby secured; the assignment herein contained to terminate and become void upon the release of this mortgage.

The first part ies ha ve this day delivered to the second party an abstract of title to said premises and said first part ies agree to pay for the costs of any extension thereof during the term of this mortgage, and should first part ies neglect to pay for the costs of the extension of said abstract, second party may do so and recover of the first part ies the amount paid therefor, and this mortgage shall stand as security therefor.

And the said first part ies hereby waive all benefits of Stay, Valuation, Homestead, or Appraisal Laws of the State of Kansas and if incorporated waive the right of redemption.