

Reg. No. 19,479  
Fee Paid \$19.25

87790 BOOK 137  
C-384-2 T.W.

REAL ESTATE MORTGAGE (TO CORPORATION)

Hall Litho. Co. Topeka

THIS INDENTURE, Made this 28 day of April in the year of our Lord one thousand nine hundred Sixty Four between James W. Longstreth and Ann D. Longstreth, husband and wife and State of Kansas, of the first part, and Kansas State Bank, a Corporation, Garnett, Anderson County, Kansas of the second part. WITNESSETH, That the said part of the first part, in consideration of the sum of Seven Thousand Seven Hundred Thirty Four and 72/100 (\$7,734.72) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents does grant, bargain, sell and mortgage to the said part y of the second part, 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:

All of Tract Four (4) Miller Replat Survey #1198 in the City of Baldwin, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And as additional and collateral security for the payment of this mortgage, the interest thereon and the taxes on said land, the undersigned hereby transfers, sets over and conveys to the mortgagee, all rents, royalties, bonuses, delay monies, 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 that may hereafter be executed or come into existence, covering the land described herein, or any portion thereof, with authority to assign, such deeds or other instruments as the mortgagee 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 mortgagee only in the event of delinquency or default in compliance with the terms of this mortgage and the note/s thereby secured; this assignment to terminate and become void upon the payment and release of this said mortgage. Should operation under any oil, gas, mineral or other lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mortgage shall thereupon become due and payable. And the said part ies of the first part do hereby covenant and agree that at the delivery hereof the lawful owner s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Seven Thousand Seven Hundred Thirty Four and 72/100---DOLLARS, according to the terms of certain promissory note this day executed by the said parties of the first part to the said part y of the second part, said note being given for the sum of

Seven Thousand, Seven Hundred Thirty Four and 72/100---DOLLARS, dated copy attached due and payable with interest thereon from the date thereof until paid, according to the terms of said note.

And this conveyance shall be void if such payment be made as in said note and as is herein specified. And the said part ies of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Eight Thousand and 00/100---DOLLARS, in some insurance company satisfactory to said mortgagee, and the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part ies of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insure the same at the expense of the part ies of the first part; and the expense of such taxes and accruing penalties, interest and costs, interest at the rate of one per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law--appraisal hereby waived or not, at the option of the party of the second part, its successors or assigns; and out of all the money arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said part ies of the first part, their heirs or assigns.

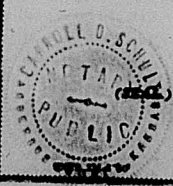
IN TESTIMONY WHEREOF, The said part ies of the first part have hereunto set their hand s and seal the day and year first above written.

Signed and delivered in presence of  
Melvin W. Schulte James W. Longstreth (Seal.)  
Ann D. Longstreth (Seal.)  
State of Kansas, Anderson County, ss.

BE IT REMEMBERED, That on this 28th day of APRIL A.D. 1964, before me, the undersigned, a NOTARY PUBLIC in and for the County and State aforesaid, came JAMES W. LONGSTRETH & ANN D. LONGSTRETH

to me personally known to be the same person s who executed the within instrument of writing, and such person s duly acknowledged the execution of the same.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the day and year last above written.

Carroll D. Schulte  
(My commission expires 6/24, 1965)



7,734.72  
RECEIVED OF James D. Longstreth and Ann D. Longstreth, husband and wife, the within-named mortgagors, the sum of Seven Thousand Seven Hundred Thirty-Four -----and 72/100ths Dollars, in full satisfaction of the within Mortgage. Kansas State Bank, Garnett, Kansas  
(Corp. Seal) by Clayton Sack Pres.  
Witness: Joan Warren by Charles Guy Hollow Cashier