

(Fee Paid in Jefferson Co.) Reg. No. 9031

Fee Paid \$50.00

Filed 11-26-65 and recorded in

Indebtedness \$2000.00, Fee \$ 50.00, Paid 11-26-65, No. 9031

BOOK 248 PAGE 313

MORTGAGE

Hall Litho. Co., Topeka

3633 BOOK 145

19-65

THIS INDENTURE, Made this 23rd day of November

between Cornelius C. Mathews and Mary B. Mathews, his wife
 Larry L. Mathews and Rhonda G. Mathews, his wife
 of Perry, Jefferson County, in the State of Kansas, as mortgagor.

and The Bank of Perry, Perry, Kansas
 of Perry, Jefferson County, in the State of Kansas, as mortgagee.

WITNESSETH, That in consideration of the sum of

Twenty Thousand and no/100 - - - - - and no/100 - - - - - DOLLARS,

the receipt of which is hereby acknowledged, said mortgagors do hereby mortgage and warrant unto said mortgagee
 its Successors, heirs and assigns, all of the following described Real Estate situated in Jefferson and Douglas
 County, and State of Kansas to wit: Lot Twenty-nine, in Block 33, in the City
 of Perry, according to recorded plat thereof, in Jefferson County, Kansas.

The South Twenty-two feet of Lot 30, in Block 33, in the City of Perry, according to the
 recorded plat thereof, in Jefferson County, Kansas; From December 20th, 1937, at 7:00
 o'clock A.M. ALSO The SW 1/4 of Section 8, Township 12 South, Range 19 East of the 6th P.M.,
 Subject to an easement for ingress and egress, beginning at the Northeast corner of said
 Quarter Section; thence West 250 feet, thence South 20 feet, thence East 250 feet, thence
 North 20 feet to the beginning, containing 160 acres, more or less, in Douglas County,
 Kansas.

Said mortgagors do hereby covenant and agree that at the delivery of this instrument are
 the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free
 and clear of all incumbrances except

and that they will warrant and defend the same against all claims whatsoever.

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

Said mortgagors hereby agree to pay all taxes and assessments levied on said premises before any penalties or costs
 shall accrue on account thereof, and to keep said premises insured in favor of mortgagee in the sum of at least
 Twenty Thousand and no/100 - - - - - DOLLARS
 in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$ Twenty Thousand and no/100 - - - - - Dollars
 advanced by mortgagee to mortgagor, with interest, and such charges as may become due to mortgagee under the
 terms of the note hereby secured, which note is hereby made a part hereof, and which is to be paid by mortgagors to
 mortgagee with interest at 8 % per annum as follows: Payable on the 30th of May and 30th of
 November of each year along with \$200.00 on principal on each interest paying date.

It is the intention and agreement of the parties that this mortgage also secures any future advancements made to
 mortgagors by mortgagee and all indebtedness in addition to the above amount, which mortgagors may owe to
 mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and
 effect until all amounts due hereunder, including future advancements, are paid in full, with interest. Upon the maturing of
 the indebtedness for any cause, the total debt on such additional loans, if any, with interest, shall at the same time and for the
 same specified cause be considered matured, and shall be collectible out of the proceeds of sale through foreclosure or other-
 wise.

Mortgagors shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee, includ-
 ing abstract or title insurance expenses, because of the failure of mortgagors to comply with the provisions of said note
 and this mortgage, and the same are hereby secured by this mortgage.

The failure of 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 a later date, and to enforce strict compliance with all of the terms and provisions of said note and
 of this mortgage.

NOW, If said mortgagors shall pay or cause to be paid to said mortgagee, its Successors heirs or assigns, said
 sum of money in the above described note mentioned, together with the interest thereon, and all future advancements
 with interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void;
 and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest
 thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and
 levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, or if insur-
 ance premiums are not paid when due, then the whole of said sum and sums, and interest thereon, shall become due and payable
 at the option of the holder hereof, and said mortgagee shall be entitled to the possession of said premises.

This mortgage shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective
 parties.

IN WITNESS WHEREOF, said mortgagors have hereunto set their hands the day and year first above written.

Larry L. Mathews
 Larry L. Mathews

Cornelius C. Mathews
 Cornelius C. Mathews

Rhonda G. Mathews
 Rhonda G. Mathews

Mary B. Mathews
 Mary B. Mathews

51249 SM 3-65

For Partial Release, See Book 159, page 63

For Partial Release See Book 145 Page 188