

MORTGAGE

222-2-T. W.

Hall Litho. Co., Topeka

Book 112 3629
THIS INDENTURE, Made this 6th day of January 1966

between Clayton L. Dark and Irma Maxine Dark, his wife

of Leocompton Douglas County, in the State of Kansas

as mortgagor.

and The Bank of Perry

of Perry Jefferson County, in the State of Kansas

as mortgagee.

WITNESSETH, That in consideration of the sum of Three 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 Douglas County, and State of Kansas to wit: Beginning at a point 731 feet South of the Northwest corner of the Northeast Quarter of Section Three (3), Township Twelve (12), Range Eighteen (18), thence South on half Section line 403 feet, thence East 1002 feet to Whitfield Street, thence North along Whitfield Street 403 feet to middle of vacated Fourth Street, thence West 1000 feet to place of beginning, containing 11 acres, more or less, all 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 indefensible 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 thereto 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 Three Thousand and no/100----- DOLLARS in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$Three Thousand and no/100----- Dollars advanced by mortgagee to mortgagors, 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 unpaid balance along with principal payment for total payment of \$66.00 per month payable on the 20th day of each month beginning February 20, 1966

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 maturity 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 causes be considered matured, and shall be collectible out of the proceeds of sale through foreclosure or otherwise.

Mortgagors shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee, including 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 insurance 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.

Clayton L. Dark
Clayton L. Dark

Irma Maxine Dark
Irma Maxine Dark Mortgagor

41242 EN 1-67

STATE OF KANSAS,

Jefferson

COUNTY, ss.

BE IT REMEMBERED, That on this 6th day of January, 1966 before me,

the undersigned, a Notary Public

in and for the County and State aforesaid, came

Clayton L. Dark and Irma Maxine Dark, his wife

who are personally known to me to be the same person as who executed the within instrument of writing, and such person as duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Term expires 10-17-67

ASSIGNMENT

Notary Public.

KNOW ALL MEN BY THESE PRESENTS:

Recorded January 10, 1966 at 10:34 A.M.

RECEIPT

Yamie Beem

Register of Deeds

May 2, 1970

\$3,000.00

RECEIVED of Clayton L. Dark and Maxine Dark the within named mortgagors, the sum of Three thousand and no/100 DOLLARS, in full satisfaction of the within mortgage.

THE BANK OF PERRY

(Corp. Seal)

Frank E. Obenland, Vice President

This release
was written
on the original
mortgage entered
this 4th day
of 1966
1970
James B. B...
Reg. of Deeds