

Reg. No. 1,026
Fee Paid \$17.50

MORTGAGE

16-2-T. W.

Hall Litho. Co., Topeka

4080 BOOK 112

THIS INDENTURE, Made this 31st day of January A. D. 1966

between GARY D. STAHEL and KAREN K. STAHEL, his wife
of Osage County, in the State of Kansas, of the first part
and VIVA R. CLARK
of Osage County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Seven
Thousand (\$7000) and no DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto
said party of the second part, her heirs and assigns, all the following described Real Estate,
situated in Douglas County, and State of Kansas to wit:

The East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$)
and the East five (5) acres of the West Half (W $\frac{1}{2}$)
of the Southwest Quarter (SW $\frac{1}{4}$) of Section Fourteen
(14), Township Fifteen (15), Range Eighteen (18),
containing eighty-five (85) acres more or less.

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument
They 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
No exceptions 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 thereunto belonging or in anywise appertaining, forever.

Said parties of the first part hereby agree to pay all taxes assessed on said premises before any pen-
alties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee
in the sum of DOLLARS
in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Gary D. Stahel and Karen K. Stahel, his wife

have this day executed and delivered a certain promissory note in writing to said part
of the second part, of which the following is a copy:

For valuable consideration received, we hereby promise to pay
to the Order of VIVA R. CLARK the sum of Seven thousand (\$7000)
dollars together with interest thereon at Five per cent (5%) per
annum. This note shall be payable in annual installments of
One thousand dollars (\$1000) together with the interest on the unpaid balance.
First payment due December 1, 1966

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part,
her heirs or assigns, said sum of money in the above described note mentioned, together
with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly dis-
charged 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 and by these presents become due and payable at the
option of the holder hereof, and said party of the second part shall be entitled to the possession of said
premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their
hands the day and year first above written.

X Gary D. Stahel
X Karen K. Stahel

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