

Reg. No. 444
Paid 7-5-65 Fee Paid \$27.50

MORTGAGE

222-2-T. W.

Hall Litho. Co., Topeka.

2181 BOOK 141

THIS INDENTURE, Made this 9th day of August 1965

between C. M. Bahnmaler also known as Clyde M. Bahnmaler, and Katherine J. Bahnmaler, also known as Katherine Jean Bahnmaler, his wife

at Big Springs, Douglas County, in the State of Kansas, as mortgagor.

and The Bank of Perry, Perry, Kansas

at Perry, Jefferson County, in the State of Kansas, as mortgagee.

WITNESSETH, That in consideration of the sum of

Eleven 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 their heirs and assigns, all of the following described Real Estate situated in Douglas County, and State of Kansas

Beginning at the Southwest corner of the following described tract: Beginning at a point 574.75 feet South and 576.73 feet West of the Northeast corner of Sec. 14, Twp. 12 South, Range 17 East of the 6th E., thence North 74 degrees 14 minutes West 170.4 feet, thence North 5 degrees 32 minutes East 167 feet, thence South 84 degrees 50 minutes East 158.87 feet, and thence South 5 degrees West 158.35 feet to the point of beginning; thence from said point of beginning northerly along the West line of said tract 52 feet, thence easterly and parallel with the North line of said tract 69 feet, thence southerly and parallel with the West line of said tract 73 feet to the South line of said tract, thence westerly along the South line of said tract 70 feet to the point of beginning, located in Douglas County, Kansas. ALSO: A tract of land in South one half of the North west Quarter, Section 24, Township 12, Range 17, Beginning at the Northwest corner of said Section, thence East 800 feet, thence South 553 feet, thence West 800 feet, thence North 553 feet to place of beginning containing 12 acres more or less, all in Douglas County, Kansas. ALSO: A tract of land in the North East Quarter of Section 14, Twp. 12, Range 17, described as follows: a strip of land 70 feet wide from East to West running across the entire East side of the following described land to wit: from an iron pin located 663.25 feet South and 678.1 feet West of the North east corner of section 14, Twp. 12, South, run North 84° 30' West 125 feet to a point of beginning thence South 5° 30' West 83 feet, thence N. 84° 39' West 116 feet, thence North 5° 30' East 83 feet, thence South 84° 30' East 116 feet to point of beginning containing 22/100 of an acres more or less, all in Douglas County, Kansas

(This Mortgage is given to correct legal description in Mortgage recorded in Book 141, Pages 35-36.)

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 thereunto 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

Eleven Thousand and no/100- - - - - DOLLARS
in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$ Eleven 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 mortgagor to mortgagee with interest at 8% per annum as follows: payable monthly beginning on the 15th of August, 1965,

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 mortgagor 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 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 or 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.

C. M. Bahnmaler
C. M. Bahnmaler

Katherine J. Bahnmaler
Katherine J. Bahnmaler Mortgagee

See Original Return of Mortgage in Book 157 page 621.