

184

Reg. No. 1,395
Fee Paid \$40.00

MORTGAGE

Form D-752

KANSAS BLUE PRINT CO.

BOOK 144 5700

This Indenture, Made this 21st day of July in the year of Our Lord One Thousand Nine Hundred and sixty-six between Frank R. Schuette and Genevieve Schuette, his wife, of the County of Douglas and State of Kansas, parties of the first part, and The First National Bank of Overbrook, Kansas, a banking corporation, part.Y of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of \$16,000.00 Sixteen thousand & no/100 DOLLARS in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents do grant, convey and confirm, unto the said party of the second part, and to its successors heirs and assigns forever, all of the following-described real estate, lying and situated in the County of Douglas and State of Kansas, to-wit: The undivided 3/4 interest of first party Frank R. Schuette in and to the Northeast 1/4 of Section 26, less r/w of A.T. & S.F. Railway; the Southeast 1/4 of Section 23; Beginning at the northwest corner of the Southwest 1/4 of Section 25, thence south 64 rods to the center of Wakarusa Creek, thence down the center of said creek to the north line of said quarter section, thence west to the place of beginning, containing 4 acres, more or less; and Beginning at the northeast corner of the Southeast 1/4 of Section 26, thence west 66 rods to the center of Wakarusa Creek, thence down the center of Wakarusa Creek to the east line of said quarter section, thence north 64 rods to the place of beginning, containing 12 acres, more or less, all in Township 13 South, Range 17 East of the 6th P.M.

with appurtenances, and all the estate, title, and interest in the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, Frank R. Schuette is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances.

PROVIDED ALWAYS, And these presents are upon these express conditions: That if the said parties of the first part their heirs and assigns, shall well and truly pay, or cause to be paid to the said party of the second part its successors or assigns, the sum of Sixteen thousand & no/100 DOLLARS with interest thereon at the time and in the manner specified in one certain promissory note, bearing date July 21, 1966, executed by the parties of the first part, payable to the order of the second party at Overbrook, Kansas, in amount \$16,000.00 and due as therein recited,

with 10 per cent interest per annum after due until paid, according to the true intent and meaning thereof, and in that case these presents and everything herein expressed shall be absolutely null and void. But on default of the payment of any part of the principal or interest of any one of said notes at maturity, or upon the failure to pay any lawful assessment upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable, and this instrument shall be subject to foreclosure according to law.

In case of foreclosure and sale the parties of the first part hereby waive the right of appraisal of the premises.

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Signed, sealed and delivered in the presence of

Frank R. Schuette (Seal)
Genevieve Schuette (Seal)