

443

Reg. No. 1,747
Fee Paid \$12.50

BOOK 145

REAL ESTATE MORTGAGE

FNB-6-65-MCAG

THIS INDENTURE, made this 30th day of January, 1967, between
Jane Embry Woodbury and John H. Woodbury, her husband,
of Douglas County in the State of Kansas, hereinafter called Mortgagors (whether one or more), and

FIRST NATIONAL BANK IN WICHITA, WICHITA, KANSAS

a banking corporation with its principal place of business at Wichita, Kansas, hereinafter called Mortgagee,

WITNESSETH, that the mortgagors, in consideration of the sum of
FIVE THOUSAND (\$5,000.00) DOLLARS
(\$5,000.00) advanced and to be advanced by the Mortgagee unto the Mortgagor, hereby grant, convey and confirm
unto the Mortgagee, its successors and assigns, all the following described real property situated in Douglas
County, Kansas, to-wit:
Lot Six (6), less the East Sixty-one (61) feet thereof, and all of
Lot Seven (7), all in Block Two (2) in Pioneer Ridge, an Addition to
the City of Lawrence, as shown by the recorded plat thereof.

With the appurtenances thereto and all the right, title and interest of the Mortgagors therein.
The mortgagors covenant and agree that at the delivery hereof they are the lawful owners of the above described prop-
erty, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

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

This mortgage is given to secure payment of the sum of
FIVE THOUSAND DOLLARS (\$5,000.00)

and interest thereon, according to the terms of promissory note/s this day executed and subsequently to be executed by the
mortgagors to the mortgagee, and all other sums which may hereafter be owing to the mortgagee by the mortgagors or any
of them, however evidenced; it being understood and agreed that the mortgagee may from time to time make loans and
advances to the mortgagors or any of them and that all such loans and advances and the interest thereon will be secured by
this mortgage; provided that the aggregate principal amount of the loans and advances hereunder shall at no time exceed the
amount hereinbefore stated.

The mortgagors agree to pay all taxes assessed against the mortgaged property before any penalties or interest accrue
thereon, and also to keep the improvements on the property covered by policies of fire and extended coverage insurance to the
satisfaction of the mortgagee; in default whereof the mortgagee may pay taxes, accruing penalties, interest and costs, and
may procure hazard insurance, and each of its disbursements for such purposes shall be an additional debt secured by this
mortgage and shall bear interest at the rate of 10% per annum until repaid to the mortgagee.

The mortgagors agree not to commit or suffer any waste of the mortgaged property.

If default be made in payment when due of any indebtedness secured hereby, in payment of taxes when due, or in the
covenant to insure, or if any other terms of this mortgage or of the notes secured hereby shall be breached by the mortgagors,
then all the indebtedness secured hereby, including sums disbursed by the mortgagee in payment of taxes and insurance
premiums, shall at the option of the mortgagee become immediately due and payable and the mortgagee shall be entitled to
foreclose this mortgage as provided by law; and all such indebtedness shall bear interest at the rate of 10% per annum from
the time of such default until paid.

As additional and collateral security for the payment of all indebtedness and interest secured hereby, the mortgagors
hereby transfer, assign, set over and convey to the mortgagee all rents, royalties, bonuses, delay moneys or other income that
may from time to time become due and payable under any oil, gas, mineral or other lease of any kind now existing or here-
after to come into existence covering said property or any portion thereof, with authority to collect the same; and the mort-
gagors agree to execute, acknowledge and deliver to the mortgagee such deeds or other instruments as the mortgagee may
require in order to facilitate the payment to it of such rents, royalties, bonuses, delay rentals or other income, which rights
are to be exercised by the mortgagee only in the event of delinquency or default in compliance with the terms of this mortgage.
This assignment shall terminate and become void upon the payment and release of this mortgage. Should operation under
any oil, gas, mineral or other lease seriously depreciate the value of said property, then all indebtedness secured by this
mortgage shall thereupon become due and payable, at the option of the mortgagee.

IN TESTIMONY WHEREOF, the mortgagors hereunto subscribe their names on the day and year first above written.

Jane Embry Woodbury (Seal)
John H. Woodbury (Seal)

For Release See Book 151 Page 50

For Release See Book 150 Page 246