

271
This Indenture, BOOK 146 3424
Made this 24th day of April
thousand nine hundred Sixty Seven, between Dorothy A. Rake, a single woman,

in the County of Douglas and State of Kansas, of the first part, and
Herman C. Kahle and Ada B. Kahle, his wife, of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of Twenty Three
Hundred and no/100 - DOLLARS, to

of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said
part les of the second part, their heirs and assigns, forever, all that tract or parcel of land situated in the County
of Douglas and State of Kansas, described as follows, to-wit: Beginning at a point
(iron pin) which is 627.48 feet South and 740.73 feet West of the North-
east corner of Section 14, Township 12 South, Range 17 East, Thence North
5 degrees 32 minutes East 167.0 feet; thence North 84 degrees 50 minutes
West 88.13 feet; thence South 5 degrees 00 minutes West 148.2 feet;
thence South 72 degrees 22 minutes East 87.7 feet to the point of beginn-
ing, containing 0.317 acres, more or less.

with the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said
Dorothy A. Rake, a single woman,

do hereby covenant and agree that at the delivery hereof she 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 incum-
brances,

and that she will warrant and defend the same against all claims whatsoever. This grant is intended as a
Mortgage to secure the payment of the sum of Twenty Three Hundred and no/100 - DOLLARS,

according to the terms of certain promissory note this day executed by the
said Dorothy A. Rake, a single woman, to the said part les of the second part;

said note being given for the sum of \$2300.00 DOLLARS,

dated March 24, 1967, due and payable in monthly payments year from date hereof,
with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as
is hereinafter specified. And the said part Y of the first part hereby agree to pay all taxes assessed on said premises
before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mort-
gagee in the sum of \$2300.00 DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and
accruing penalties, interest and costs, and insure the same at the expense of the part Y of the first part; and the expense
of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an
additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent
per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said
premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of

said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or
which may have been paid by the part les of the second part, and all sums paid by the part les of the second part for
insurance shall be due and payable, or not, at the option of the part les of the second part; and it shall be lawful for the

part les of the second part, executors and administrators and assigns, at any time thereafter, to sell the
premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the

option of the part les of the second part, executors, administrators, or assigns; and out of all the moneys
arising from such sale to retain the amount then due or to become due according to the conditions of this instrument,
together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part
making such sale, on demand, to the said heirs or assigns.

And as additional and collateral security for the payment of this mortgage, the interest thereon and the taxes on said
land, the undersigned hereby transfers, sets over and conveys 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/s of any kind
now existing or that may hereafter be executed or come into existence, covering the land described herein, or any portion
thereof, with authority to collect the same, and the undersigned hereby agrees to execute, acknowledge and deliver to the
mortgagee, its successors or assigns, such deeds or other instruments as the mortgagee may now or hereafter require in
order to facilitate the payment to it of said rents, royalties, bonuses, delay rentals or other income, which rights are to be
exercised by said mortgagee only in the event of delinquency or default in compliance with the terms of this mortgage and
the note/s thereby secured; this assignment to terminate and become void upon the payment and release of this said mort-
gage. Should operation under any oil, gas, mineral or other lease seriously depreciate the value of said land for general farm-
ing purposes, all notes secured by this mortgage shall thereupon become due and payable.

IN TESTIMONY WHEREOF, The said part Y of the first part has hereunto set her hand
and seal, the day and year first above written.
Signed and delivered in the presence of

Dorothy A. Rake (Seal.)
(Seal.)
(Seal.)
(Seal.)