

MORTGAGE

222-2-T. W.

Hall Litho. Co., Topeka

11158 BOOK 148

THIS INDENTURE, Made this 25th day of September

1967

between Dennis G. Woolman and Sheila A. Woolman, husband and wife,

of Franklin County, in the State of Kansas

, as mortgagor.

and First National Bank of Ottawa

of Franklin County, in the State of Kansas

, as mortgagee.

WITNESSETH, That in consideration of the sum of Three thousand --

the receipt of which is hereby acknowledged, said mortgagor s do hereby mortgage and warrant unto said mortgagee its successors, heirs and assigns, all of the following described Real Estate situated in Douglas County, and State of Kansas to wit:

Lot No. 23 in Tract "B" in the SE $\frac{1}{4}$ of Sec. 15, Twp. 14 S, Rng. 18 E, according to the recorded plat of the Douglas County Lone Star Park.

Said mortgagor s do hereby covenant and agree that at the delivery of this instrument they are the lawful owner s 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 mortgagor s 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

Three thousand and no/100-----DOLLARS in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$ 3,000.00-----Dollars advanced by mortgagee to mortgagor s, 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 s to mortgagee with interest at 7 % per annum as follows: payable semi-annually

\$3,000.00 due September 25, 1968.

It is the intention and agreement of the parties that this mortgage also secures any future advancements made to mortgagor s by mortgagee and all indebtedness in addition to the above amount which mortgagors 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.

Mortgagor s 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 mortgagor s 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 mortgagor s shall pay or cause to be paid to said mortgagee 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 mortgagor s have hereunto set their hand s the day and year first above written.

Dennis G. Woolman

Sheila A. Woolman
Mortgagor

STATE OF KANSAS, Franklin COUNTY, ss.

BE IT REMEMBERED, That on this 25th day of September, 1967, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Dennis G. & Sheila A. Woolman, husband and wife,

who are personally known to me to be the same persons who executed the within instrument of mortgage, and such persons are duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Term Expires

9/6/71

19

Cheryl L. Hall

Notary Public.

Recorded November 6, 1967 at 2:50 P.M.

ASSIGNMENT

RECEIPT

9/25, 1970

Register of Deeds

\$3000.00

RECEIVED of Dennis G. and Sheila A. Woolman the within named mortgagors, the sum of Three thousand and no/100-----DOLLARS, in full satisfaction of the within mortgage.

(Corp. Seal)

FIRST NATIONAL BANK OF OTTAWA, KANSAS
By- R.M. Clogston, PresidentThis release
was written
on the original
mortgage entered
on 14th day
of October
1970.
Janis Beem
Reg. of Deeds