12093 BOOK 149

This Mortgage, Made this, 8th day of February . A.D. Nineteen Hundred and Sixty-eacht by and between

James C. Poindexter and Mildred E. Poindexter, his wife

Shawnee and State of Kansas , Mortgagors, wild C. R. SCORF MORTGAGE COMPANY ANC. in the County of of Topska, Kansas, Mortgagee.

WITNESSETH, That the Mortgagors for and in consideration of the sum of .

Fifteen Thousend and No/100------ DOLLARS to them in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, do hereby MORTGAGE and WARRANT

to the suid Mortgagee and to its successors and assigns forever, all of the following described real estate, lying and situate in

the County of Douglas and State of Kansas

The Northeast Quarter of the Southwest Quarter, and the North Half of the Northeast Quarter of the Southeast warter of the Southwest Quarter, all in Section 11, Township 15 South, Pange 19 East of the Sixth P.M.

Commencing 60 rods North of the Southeast Cornet of the Sorthwest marter of Section Eleven (11), thence North 20 rods, thence West 160 rods, thence South 20 rods, thence East 160 rods to the place of bestiming, containing 20 acress and the North 20 acres of the South 60 acres of the Borthwest marter of Section 11; all in Township Fifteen (16), booth, singe lister

together with all rents and other revenues thereof, the rights, casements, hereditaments and appartenances thereto belo all personal property, including all heating, plumbing and lighting fixtures and equipment, now or hereafter attac reasonably necessary to the use of the real property herein described, and all of theeproperty hereinbefore mentioned in he after designated as "said property." TO HAVE AND TO HOLD said property to Mortgagee forever

FOR THE PURPOSE OF SECURING

Payment of the indebtedness, evidenced by one promissory note (and any extension or renewal thereof), of even date here. with, for the principal sum of Fifteen Thousand and No/100--

____ Dollars (\$ 15,000.00).

with interest at the rate, therein specified pertannum, principal and interest payable in installment's as-therein provided,

executed by James C. Poindexter and Mildred E. Poindexter, his/ in favor of Mortgagee;

11. Payment by Mortgagor to Mortgagee as herein provided of all sums expended or advanced by Mortgagee pursuant to any term or provision of this mortgage; and

III. This mortgage shall also secure the payment of any additional sum or sums of money which may be advanced or loaned by the party of the second part, or its assigns, to the parties of the first part herein or either of them, their heirs, devisees by the party of the means part, of its assigns, to the parties of the first part herein or either of them, their here, neveral, prantees or nuccessors, at the date hereof or at any time hereafter, however evidenced, whether by note, check, erceipt or book account and whether payment be made directly to said parties of the first part, for their own use, or for their benefit in paying for taxes, insurance, maintenance, repairs, rehabilitation, modernization, rebuilding or enlargement of the improvements on the premises herein described, and shall remain in full force and effect until all loans and advancements made by virtue hereof

IV. Performance of each covenant and agreement of Mortgagor herein contained.

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 A. AND MORTGAGOR COVENANTS AND AGREES HEREBY:

 (1) To pay immediately when due and payable, all taxes, assessments, charges and encumbrances with interest, which affects aid property or this mortgage or the indebtedness hereby secured, and promptly to deliver to Mortgagee, without demand, receipte evidencing such payments;
 (2) To procure and maintain policies of insurance on the buildings erected and to be greeted upon the above described premises in some responsible insurance company, to the satisfaction of the Mortgage to the amount of

Fifteen Thousand and No/100 ----Dollars fire and lightning, and to the

amount of Fifteen Thousand and No/100-_____ Dollars tornado, to which policies shall be attached mortgage clauses satisfactory to Mortgagee; and it is further agreed that every such policy of insurance shall be held by the Mortgagee, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received, to the payment of said note or notes, less the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or nece buildings erected on the aforeasid mortgaged premises. (3) To commit or suffer no waste of said property, to maintain and keep the same in good condition and repair and promptly to effect such repairs thereof as Mortgagee may require; B. AND IT IS HEREDY MUTUALLY COVENANTED AND AGREED BY AND BETWEEN MORTGAGOR AND promptry to suffer the such repairs thereof as Mortgaged premises.