

## MORTGAGE

14039  
BOOK 151

THIS INDENTURE, Made this 19th day of July in the year of our Lord 1960, between  
James F. Buerman and Nancy R. Buerman, Husband and Wife,  
of the County of Douglas and State of Kansas, hereinafter called the Mortgagor (whether one or  
more), of the first part, and The First National Bank, Overbrook, Kansas  
a banking corporation with its principal place of business at Overbrook,  
Kansas, hereinafter called the Mortgagee, of the second part.

WITNESSETH, That the said mortgagor, in consideration of the sum of One Dollar (\$1.00) and the further covenants, agreements and loans and advances hereinafter specified to the said mortgagor duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said mortgagee, its successors and assigns, forever, all that tract or parcel of land situate in the County of Osage  
and State of Kansas, described as follows, to-wit:

The East 7 acres of the North 31 acres of the Southeast Quarter  
of Section 1, and beginning 31 rods South of the Northeast corner  
of the Southeast Quarter of Section 1; thence West 40 rods; thence south  
12 rods; thence East 40 rods; thence North 12 rods to the place  
of beginning, all in Township 14, Range 19, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the mortgagor therein.

And the said mortgagor does hereby covenant and agree that at the delivery hereof the mortgagor 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.

No exceptions.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be loaned or advanced by the mortgagee, its successors or assigns, to the mortgagor at date hereof or from time to time, as the parties hereto may now or hereafter agree, with interest on each loan or advance from the time of the loan or advance until paid; it being the intention of the parties hereto that this mortgage shall secure any and all advances made from time to time to the mortgagor by the mortgagee, its successors or assigns, however evidenced, whether by note, check, receipt, book accounts, overdraft, or any liability as endorser or guarantor on any other indebtedness of either of the mortgagors, either direct or indirect, now or hereafter held by the said mortgagee, its successors or assigns, and to remain in full force and effect between the parties hereto or assigns, until all advances made by virtue hereof, including all other liabilities held as heretofore mentioned, are paid in full with interest; and this conveyance shall be void if such payments be made as herein specified; but if default be made in such payment, or any part thereof, or interest thereon, or if the taxes or assessments levied upon said premises, or hazard insurance premiums, be not paid when due, then at the option of the mortgagee, and without notice, the whole amount secured hereby shall become due, and payable, and this mortgage shall be subject to foreclosure in the manner provided by law. In the event of foreclosure said mortgagee or its successors or assigns shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises and collect the rents and profits thereof, and apply the same as the court may direct.

not exceeding \$6,100.00

IN WITNESS WHEREOF, The mortgagor has hereunto set their hands and seal the day and year first above written.



James F. Buerman  
James F. Buerman  
Nancy R. Buerman  
Nancy R. Buerman