

with all the appurtenances, and all the estate, title and interest of the part Y of the first part herein.

And the said part Y of the first part do es 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 incumbrances.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which is now owing to said Bank, and future advances as well, by the party of the second part, or its assigns, to the parties of the first part herein or either of them, at the date hereof or from time to time, as the parties of the parties hereto, that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the parties of the second part, evidenced, whether by note, check, receipt, or book account, and to remain in full force and effect between the parties hereto or assigns, until all advancements made by virtue hereof 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, of the taxes, or the insurance is not kept up thereon, this conveyance shall become absolute, and the parties of the second part shall become due and payable, and it shall be lawful for the said party of the first part, or its successors or assigns, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sale, to retain the amount then due for the principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, to be paid by the party taking such sale, on demand, to said party Y of the first part her heirs and assigns.

As additional and collateral security for the payment of the said note, the said party Y of the first part hereby assigns to the said party of the second part, its successors or assigns, all the rights, benefits, rents, royalties, production, and payments accruing to and due or becoming due said party Y of the first part by or through the use or occupancy of said premises, whether or not leased, and, if leased, under any and all leases whether verbal or written, including oil and gas leases, mineral leases, agricultural leases, or any other lease whatsoever now on said premises, or hereafter placed thereon during the term of this mortgage. This assignment shall terminate and become void upon release of this mortgage, and the rights under such assignment shall only be in the event of the delinquency or default in complying with the terms of said assignments secured by this mortgage. The parties of the second part shall account for such rights, rents, royalties and payments or benefits of the said party Y of the first part or assigns, as herein entitled in writing by the said party of the second part, its successors or assigns, to account for or pay over the same to said party of the second part.

IN WITNESS WHEREOF, The part Y of the first part has her hereunto set her hand this day and year first above written.

Witness:

*Jolitta J. Schlehuber* (SEAL)  
Jolitta J. Schlehuber (SEAL)

STATE OF KANSAS,

McPherson

COUNTY, es

BE IT REMEMBERED, That on this 20th day of August A. D. 1968, before me, the undersigned, a Notary Public, in and for said County and State, came Jolitta J. Schlehuber, a single woman

to me personally known to be the same person who executed the foregoing instrument in writing, and duly acknowledged the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires June 22, 1971 *Paul K. Ediger* Paul K. Ediger Notary Public



Register-of Deeds  
Douglas County  
Court House  
Lawrence, Kansas

Enclosed you will find a real estate mortgage executed by Jolitta Schlehuber in favor of the Home State Bank, McPherson, Kansas.

The amount of indebtedness we wish to claim on this mortgage is 18,000.00. Please file and record this mortgage for this amount and advise us of the amount of filing and recording fees and they will be forwarded promptly.

Thank you for your cooperation.

Sincerely yours,

*Paul K. Ediger*  
Paul K. Ediger  
Cashier

Recorded August 22, 1968 at 2:43 A.M.

*Janice Beem* Register of Deeds

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien hereby created discharged. IN Witness Whereof, The said corporation, the mortgagee, has caused this release to be signed by its president and the corporate seal hereto affixed, this 8th day of July A. D. 1970.

Attest: Paul K. Ediger Cashier  
(Corp. Seal)

THE HOME STATE BANK  
By Richard D. Nichols President

This release  
was written  
on the original  
mortgage  
entered  
this 9th day  
of July  
1970.

*Janice Beem*  
Reg. of Deeds  
By *Joe Neustifter*  
Deputy