

## MORTGAGE

222-2-T. W.

Hall Litho. Co., Topeka

14340

BOOK 151

THIS INDENTURE, Made this 26th day of August

19 68

between Danny L. Miller and Faye E. Miller, his wife

of Douglas County, in the State of Kansas

, as mortgagor.

and THE BANK OF PERRY, PERRY, KANSAS

of Jefferson County, in the State of Kansas

, as mortgagee.

WITNESSETH, That in consideration of the sum of

Two thousand seven hundred and

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: Lots 38, 39, and the South 3/4  
 of Lot 37, all in Block 21, City of Leocompton, Douglas County, Kansas.

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 five hundred and no/100 DOLLARS  
 in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$ Two thousand seven hundred and no/100 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: Beginning on October 1, 1968, and  
 monthly thereafter the sum of \$64.66 with interest first paid and balance of payment  
 credited to principal until paid in full on October 1, 1972.

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 mortgagor S 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 other-  
 wise.

Mortgagor S shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee, includ-  
 ing 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 insur-  
 ance 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 hands the day and year first above written.

*Danny L. Miller*  
 Danny L. Miller

*Faye E. Miller*  
 Faye E. Miller Mortgagee

This release  
 was taken  
 on the original  
 mortgage  
 entered  
 on 28th day  
 of May  
 1969  
*Janice Bean*  
 Reg. of Deeds

STATE OF KANSAS, Jefferson COUNTY, ss.  
 BE IT REMEMBERED, That on this 26th day of August, 19 68 before me,  
 the undersigned, a Notary Public in and for the County and State aforesaid, came  
 Danny L. Miller and Faye E. Miller

who are personally known to me to be the same person S who executed the within instrument of  
 writing, and such person S 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.

June 4, 19 69

FRANK E. OBEHLAND  
 Notary Public.

Recorded August 27, 1968 at 2:15 P.M.

RECEIPT

\$2,700.00

May 24, 1969

RECEIVED of Danny L. Miller and Faye E. Miller the within named mortgagors, the sum  
 of Two thousand seven hundred-----and 100 DOLLARS, in full satisfaction of the within  
 mortgage.

(Corp. Seal)

THE BANK OF PERRY, PERRY, KANSAS  
 Frank E. Obenland, Vice President and Cashier