

MORTGAGE

15969

222-2-T. W.

Hall Litho. Co., Topeka

BOOK 152

THIS INDENTURE, Made this 9th day of January 19 69
 between Ernest E. Smith and Elva J. Smith, 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
 Three thousand eight hundred and no DOLLARS,
 the receipt of which is hereby acknowledged, said mortgagor S do hereby mortgage and warrant unto said mortgagee
 its successors, assigns and assigns, all of the following described Real Estate situated in Douglas
 County, and State of Kansas to wit: The North half (1) of Lot
 Fifteen (15) and all of Lots Sixteen (16) and Seventeen (17), Block
 Forty one (41), in the City of Lecompton, in Douglas County, Kansas.

Said mortgagors do hereby covenant and agree that at the delivery of this instrument they
 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 nil
 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
 Eight thousand and no/100 - - -
 in an insurance company satisfactory to mortgagee. DOLLARS

This mortgage is executed to secure payment of the sum of \$3,800.00 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 to
 mortgagee with interest at $7\frac{1}{2}$ % per annum as follows: Beginning February 9, 1969, and monthly
 thereafter, the amount of \$83.13, with interest paid first from this amount and
 balance of payment credited to principal, with balance of principal due July 9, 1973.

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 successor, assigns 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.

Ernest E. Smith
 Ernest E. Smith
Elva J. Smith
 Elva J. Smith Mortgagor