

465

Reg. No. 4,400
Fee Paid \$25.00

BOOK 155 19645 MORTGAGE

SWSB 64229

THIS INDENTURE, Made this 12th day of December, A.D., 1969

between Jay Lee Robertson and Cornelia A. Robertson, his wife
of Shawnee County, in the State of Kansas, of the first part,
and Southwest State Bank, Topeka, Kansas
of Shawnee County, in the State of Kansas, of the second part.

WITNESSETH, That said part of the first part, in consideration of the sum of Ten Thousand and No/100 (\$10,000.00) Dollars and other valuable considerations and indebtednesses the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part, its successors and assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:
The East Half of the Northeast Quarter of Section Three (3), Township Fifteen (15), Range Eighteen (18), less the following: Beginning at the Northeast corner of said East Half; thence South 46.8 feet; thence in a Westerly direction to a point on the West line 46.4 feet South of the Northwest corner thereof; thence North 46.4 feet to the North line of said Section; thence East along said Section line to the place of beginning, in Douglas County, Kansas; comprising 78.58 acres more or less,

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever. The first parties agree to keep the above described premises insured in favor of the party of the second part, against Fire, Windstorm and Comprehensive coverage while this mortgage is in force. And said parties of the first part hereby warrant that at the delivery of these presents they are seized of an indefeasible estate of inheritance in said premises in fee simple, free and clear of all incumbrances except none;

and that they will warrant and defend said party of the second part in the possession of said premises against all lawful claims of all persons whomsoever.

This mortgage is given to secure the payment to the said second party of all present and future indebtedness, now existing or hereafter created, of first parties to said second party, whether the same be in the form of notes, endorsements, guarantees, open account, overdraft or otherwise, and said first parties hereby promise and agree to pay such indebtedness as the same becomes due. This mortgage shall remain in full force and effect until all advancements made by virtue hereof are paid in full, together with interest thereon, if any.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum or sums of money above-described, together with the 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, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

Jay Lee Robertson
Cornelia A. Robertson