

Reg. No. 4,669  
Fee Paid \$25.00

MORTGAGE BOOK 15621017

222-2-T. W.

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 13th day of May 19 70  
between James H. Vestal and Margaret M. Vestal, husband and wife  
of Douglas County, in the State of Kansas, as mortgagor.  
and The First State Bank of Tonganoxie, a corporation  
of Leavenworth County, in the State of Kansas, as mortgagee.

WITNESSETH, That in consideration of the sum of  
Ten Thousand - - - - - and no DOLLARS,  
the receipt of which is hereby acknowledged, said mortgagor s do hereby mortgage and warrant unto said mortgagee  
its heirs and assigns, all of the following described Real Estate situated in Leavenworth  
County, and State of Kansas to wit:

The Northeast Quarter of Section One (1), Township Thirteen  
(13) South, Range Seventeen (17); also the East 48 acres of  
the North 70 acres of the Southwest Quarter of Section Thirty-  
One (31), Township Twelve (12) South, Range Eighteen (18); all  
East of the Sixth Principal Meridian.

Said mortgagors 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 none

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 mortgagors 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  
none required DOLLARS  
in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$ 10,000.00 Dollars  
advanced by mortgagee to mortgagors, 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 8.25% per annum as follows:

\$500. plus interest each six months Nov. 13th and May 13th until  
May 13, 1975 when the balance shall be due.

It is the intention and agreement of the parties that this mortgage also secures any future advancements made to  
mortgagors by mortgagee and all indebtedness in addition to the above amount which mortgagors 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.

Mortgagors 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 mortgagors shall pay or cause to be paid to said mortgagee its 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.

*James H. Vestal*  
James H. Vestal

*Margaret M. Vestal*  
Margaret M. Vestal