

MORTGAGE 21431 (No. 52A) BOOK 157 The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 16 day of June A. D. 1970, between Joseph H. Polakill and Ruby A. Polakill, husband and wife

of Salina City, in the County of Douglas and State of Kansas of the first part, and The Salina State Bank, Salina City, Kansas

of the second part. Witnesseth, That the said part 1st of the first part, in consideration of the sum of Seventeen thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part 2nd of the second part heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The Southwest Quarter of the Southwest Quarter of Section Twenty-five (25), excepting 30 feet off the North side thereof, and the East half of the Northwest Quarter of Section Thirty-six (36), excepting 30 feet off the South side thereof, all in Township Fourteen (14), Range Twenty (20), containing 120 acres less the exceptions.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof 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

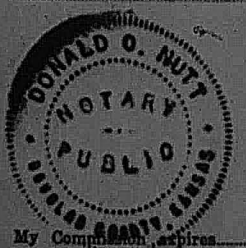
This grant is intended as a mortgage to secure the payment of Seventeen thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part 2nd of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part 2nd of the second part heirs, administrators, assigns, at any time thereafter, 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 principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand to said heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their hands and seal the day and year first above written. Signed, Sealed and delivered in presence of

Joseph H. Polakill (SEAL)
Ruby A. Polakill (SEAL)
Ruby A. Polakill (SEAL)

STATE OF KANSAS, Douglas County



BE IT REMEMBERED, That on this 16 day of June A. D. 1970 before me, the undersigned a Notary Public in and for said County and State, came Joseph H. Polakill and Ruby A. Polakill, husband and wife to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of 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 3/8/71 1971 Donald O. Nutt Notary Public