

SECOND  
52-A—REAL ESTATE MORTGAGE—(With Tax Clause) (Revised 1962)  
22080 BOOK 157

The Huffman General Supply House, Lincoln, Nebr.

KNOW ALL MEN BY THESE PRESENTS: That Thomas I. Cassidy and Imogene K. Cassidy, his wife, of Douglas County, and State of Kansas, in consideration of the sum of One Dollar and Other Valuable Considerations-----~~4011.17~~ in hand paid, do hereby SELL and CONVEY unto Clifford E. Rice and Anna G. Rice, his wife, of Orange County, State of California, the following described premises situated in Douglas County, and State of Kansas, to-wit:  
The South One Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Twelve (12), Township Fifteen (15), Range Twenty (20), and Containing Eighty (80) Acres more or less,

Free and clear of all incumbrances except a first mortgage to The Metropolitan Life Insurance Company in the amount of \$4,000.00 unpaid balance.

The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead and dower.  
TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, unto the said mortgagee(s) and to his, her or their heirs and assigns forever, provided always, and these presents are upon the express condition that if the said mortgagor(s), his, her or their heirs, executors, administrators or assigns shall pay or cause to be paid to the said mortgagee(s), his, her or their heirs, executors, administrators or assigns, the principal sum of \$12,000.00 payable as follows, to-wit: \$799.32 on the 15th day of February, 1971, and \$799.32 on the 15th day of each succeeding sixth month thereafter until the whole sum named is fully paid. If default is made in the payment of any installment when due then all remaining installments shall become due and payable at once. Privilege is given to prepay two or more installments or any portion thereof at any time without premium or penalty.

with interest according to the tenor and effect of the mortgagors written promissory note bearing even date with these presents and shall pay all taxes and assessments levied upon said real estate, and all other taxes, levies and assessments levied upon this mortgage or the note which this mortgage is given to secure, before the same becomes delinquent, and keep the buildings on said premises insured for the sum of \$ loss, if any, payable to the said mortgagee, then these presents to be void, otherwise to be and remain in full force.

IT IS FURTHER AGREED (1) That if the said mortgagor shall fail to pay such taxes or procure such insurance, the said mortgagee may pay such taxes and procure such insurance; and the sum so advanced, with interest at per cent, shall be repaid by said mortgagor, and this mortgage shall stand as security for the same. (2) That a failure to pay any of said money, either principal or interest, when the same becomes due, or a failure to comply with any of the foregoing agreements, shall cause the whole sum of money herein secured to become due and collectible at once at the option of the mortgagee.

Signed this 11 day of August, 19 70

In presence of

*Glenn F. Layton*  
Glenn F. Layton

*Thomas I. Cassidy*  
(Thomas I. Cassidy)  
*Imogene K. Cassidy*  
(Imogene K. Cassidy)

STATE OF Kansas, County of Franklin

Before me, a Notary Public qualified for said county, personally came Thomas I. Cassidy and Imogene K. Cassidy

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on August 11, 19 70

My commission expires: Nov. 30, 19 70

*Elizabeth Layton*  
Elizabeth Layton, Notary Public.

STATE OF

County

day of

and recorded in Book

at

19

at

o'clock and

Entered on numerical index and filed for record in the Register of Deeds Office of said County the

minutes M.

at page

Reg. of Deeds

By  
3.00

Deputy

Recorded August 11, 1970 at 3:41 P.M.

*Janice Beem* Register of Deeds