

MORTGAGE

22640 BOOK 158

222-2-T. W.

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 28th day of September 19 70

between James H. Vestal Jr. and Artrice J. Vestal (husband and wife)
of Douglas County, in the State of Kansas, as mortgagor.
and 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 Twenty thousand and no/100 and 100 DOLLARS, the receipt of which is hereby acknowledged, said mortgagor do hereby mortgage and warrant unto said mortgagee its heirs and assigns, all of the following described Real Estate situated in Douglas County, and State of Kansas to wit:

The South 50 acres of the Northeast Quarter; and the North 80 acres of the West 100 acres of the Southeast Quarter; all in Section Seven (7), Township Thirteen (13) South, Range Eighteen (18) East of the Sixth Principal Meridian.

Said mortgagor do hereby covenant and agree that at the delivery of this instrument they are 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 except

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 do 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 Ten thousand and no/100 DOLLARS in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$ 20,000.00 Dollars advanced by mortgagee to mortgagor, 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 8 1/2 % per annum as follows:

\$825.00 due on April 1, 1971 and then \$500 plus interest due each quarter year thereafter until January 1, 1978 when balance will be due.

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

Mortgagor shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee, including abstract or title insurance expenses, because of the failure of mortgagor 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 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 insurance 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 do have hereunto set their hands the day and year first above written.

James H. Vestal Jr.
James H. Vestal Jr.

Artrice J. Vestal
Artrice J. Vestal

Mortgagor

STATE OF KANSAS, Leavenworth COUNTY, ss.

BE IT REMEMBERED, That on this 28 day of September, 19 70 before me, the undersigned, a notary public in and for the County and State aforesaid, came James H. Vestal Jr. and Artrice J. Vestal (husband and wife) who are personally known to me to be the same person who executed the within instrument of writing, and such person have duly acknowledged the execution of the same.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and date last above written.

W. J. Stephenson Jr.
Notary Public.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

Recorded September 29, 1970 at 2:11 P. M.

James Beem Register of Deeds