

225

Reg. No. 5,109
Fee Paid \$25.00

REAL ESTATE MORTGAGE (TO CORPORATION)

C-384-2 T.W.

22836

Hall Litho. Co., Topeka

THIS INDENTURE, made this 10 day of October BOOK 158, 1970, between
W. J. Franey and Clella E. Franey, husband and wife,
of the County of Johnson and State of Kansas, hereinafter referred to as mortgagors, and
LENEXA STATE BANK & TRUST CO. of Lenexa, Kansas
hereinafter referred to as mortgagee,

WITNESSETH, That said mortgagors, in consideration of the sum of
Ten Thousand and No/100 ----- DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, hereby mortgage and warrant to said mortgagee, its successors
and assigns, all of the following described property situated in the County of Douglas and State of Kansas,
to-wit:

Lot 1, less the North 10 feet thereof; all of
Lots 2, 3, 4, 5, 6, 7, 8, 13, 14, 15, 16, 17,
18 and 19; and Lot 20, less the North 10 feet
thereof; in Block 94, in the City of Eudora,
in Douglas County, Kansas, together with;
whatsoever rights and interests they possess
in alley and streets adjacent to said above enumerated lots.

together with the appurtenances and all of the estate, title and interest of the mortgagors therein. To have and to hold the
above described property unto the mortgagee forever.

This mortgage is given to secure payment of the sum of
Ten Thousand and No/100 ----- DOLLARS
according to the terms of one certain promissory note this day executed by said mortgagors to the mortgagee for
that amount which is due and payable on October 10, 1972 with interest at 9 % per
annum from the date thereof until paid, all according to the terms of said note.

As additional and collateral security for the payment of said debt with interest, and the taxes on said land, the mortgagors
hereby transfer, assign, set over and convey to the mortgagee all rents, royalties, bonuses, delay moneys or other income
that may from time to time become due and payable under any oil, gas, mineral or other lease/s of any kind now existing
or hereafter to come into existence covering said property, or any portion thereof, with authority to collect the same; and the
mortgagors hereby agree to execute, acknowledge and deliver to the mortgagee such deeds or other instruments as the mortgagee
may now or hereafter require in order to facilitate the payment to it of said rents, royalties, bonuses, delay rentals or other
income, which rights are to be exercised by said mortgagee only in the event of delinquency or default in compliance with the
terms of this mortgage and the debt hereby secured. Said assignment shall terminate and become void upon the payment and
release of this mortgage. Should operation under any oil, gas, mineral or other lease seriously depreciate the value of said
property, then all notes secured by this mortgage shall thereupon become due and payable, at the option of the mortgagee.

Said mortgagors hereby covenant and agree that at the delivery hereof they are the lawful owners of the above described
property, and are 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 any and all claims whatsoever.

This mortgage shall be void if all payments are made as in said note, and as herein specified. Time is expressly made
of the essence hereof.

Said mortgagors hereby agree to pay all taxes assessed on said property before any penalties or costs accrue thereon,
and also agree to keep said property insured in favor of said mortgagee in the sum of

----- DOLLARS
in an insurance company satisfactory to said mortgagee; in default whereof the mortgagee may pay the taxes and accruing
penalties, interest and costs, and may insure the same at the expense of the mortgagors, and the expense of such taxes and
accruing penalties, interest and costs, and insurance, shall from the date of payment thereof become an additional lien under
this mortgage upon the above-described property, and shall bear interest at the rate of 10% per annum until paid to the
mortgagee.

Mortgagors agree not to commit or permit waste on said property.

If default is made in such payment, or any part thereof, or interest thereon, or in the taxes assessed on said premises,
or if the insurance is not kept up thereon, or if any other terms of said note or this mortgage are breached by the mortga-
gors, then the whole principal of said debt, with interest, and all taxes and accruing penalties and interest and costs remain-
ing unpaid or which may have been paid by the mortgagee, and all sums paid by the mortgagee for insurance, shall become
immediately due and payable, at the option of the mortgagee; and it shall be lawful for the mortgagee at any time there-
after to take possession of said property and foreclose and sell the same, or any part thereof, in the manner prescribed by
law. Appraisement waived or not, at the option of the mortgagee. Out of all money arising from such foreclosure sale, the
mortgagee may retain the amount due or to become due to it according to the conditions of this instrument, together with the
costs and charges of making such sale, and the balance, if any, shall be paid by the party making such sale, on demand, to the
mortgagors.

IN TESTIMONY WHEREOF, the said mortgagors have hereunto subscribed their names on the day and year first above
written.

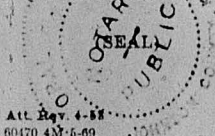
W. J. Franey (Seal).
W. J. Franey
Clella E. Franey (Seal).
Clella E. Franey
Mortgagors

State of Kansas, County of Johnson

BE IT REMEMBERED, that on this 10 day of October, 1970, before me,
the undersigned, a notary public

in and for the County and State aforesaid, came W. J. Franey and Clella E. Franey, husband and wife,
to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowl-
edged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.



Opal E. Overman
Opal E. Overman
(My commission expires January 17, 1972, 1972)

Recorded October 16, 1970 at 4:01 P.M.

James Beam

Register of Deeds