

MORTGAGE

24076

222-2-T. W. BOOK-159

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 19th day of February 1971

between James P. Earnshaw and Linda L. Earnshaw, husband and wife

of Johnson County, in the State of Kansas, as mortgagor.

and The Shawnee State Bank, a corporation, organized and existing under the laws of the State of Kansas

of Shawnee, Johnson County, in the State of Kansas, as mortgagee.

WITNESSETH, That in consideration of the sum of

Five thousand-----and no DOLLARS,

the receipt of which is hereby acknowledged, said mortgagor S do hereby mortgage and warrant unto said mortgagee their successors ~~XXXX~~ assigns, all of the following described Real Estate situated in Douglas County, and State of Kansas to wit:

The East one-half (E 1/2) of the Northwest one-quarter (NW 1/4) of Section Thirty-four (34), Township Fourteen (14), Range Twenty-one (21), containing eighty acres, more or less.

Said mortgagor S 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 first mortgage

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

Five thousand and no/100-----DOLLARS in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$ 5,000.00-----Dollars advanced by mortgagee to mortgagor S, 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 1/2% per annum as follows: Dated Feb. 19, 1971 in the amount of \$5,000 for ten years with interest at 8 1/2%

It is the intention and agreement of the parties that this mortgage also secures any future advancements made to mortgagor S by mortgagee and all indebtedness in addition to the above amount which mortgagor S 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 S 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 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 mortgagor S shall pay or cause to be paid to said mortgagee their successors ~~XXXX~~ 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 mortgagorS have hereunto set their hands the day and year first above written.

James P. Earnshaw

Linda L. Earnshaw

Mortgagor