

BOOK 160

# 24530 MORTGAGE

THIS INDENTURE, Made this 26th day of March in the year of our Lord 1971, between  
Frank R. Schuette & Genevieve Schuette, his wife

of the County of Shawnee and State of Kansas, hereinafter called the Mortgagor (whether one or more), of the first part, and The First National Bank

a banking corporation with its principal place of business at Overbrook, Kansas  
Kansas, hereinafter called the Mortgagee, of the second part,

WITNESSETH, That the said mortgagor, in consideration of the sum of One Dollar (\$1.00) and the further covenants, agreements and loans and advances hereinafter specified to the said mortgagor duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said mortgagee, its

successors and assigns, forever, all that tract or parcel of land situate in the County of Douglas

and State of Kansas, described as follows, to-wit: a 3/4 undivided interest in and to the Northeast 1/4 of Section 26, less r/w of A. T. & S. F. Railway; the Southeast 1/4 of Section 23; Beginning at the Northwest corner of the Southwest 1/4 of Section 25, thence south 64 rods to the center of line of Wakarusa Creek, thence down the center of said creek to the north line of said quarter section, thence west to the place of beginning, containing 4 acres, more or less; and Beginning at the northeast corner of the Southeast 1/4 of Section 26, thence west 66 rods to the center of Wakarusa Creek, thence down the center of Wakarusa Creek to the east line of said quarter section, thence north 64 rods to the place of beginning, containing 12 acres, more or less, all in Township 13 South, Range 17 East of the 6th P. M., in Douglas county, Kansas. Less easements and roads of record.

with all the appurtenances, and all the estate, title and interest of the mortgagor therein.

And the said mortgagor does hereby covenant and agree that at the delivery hereof the mortgagor is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances.

no exceptions,

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be loaned or advanced by the mortgagee, its successors or assigns, to the mortgagor at date hereof or from time to time, as the parties hereto may now or hereafter agree, with interest on each loan or advance from the time of the loan or advance until paid; it being the intention of the parties hereto that this mortgage shall secure any and all advances made from time to time to the mortgagor by the mortgagee, its successors or assigns, however evidenced, whether by note, check, receipt, book accounts, overdraft, or any liability as endorser or guarantor on any other indebtedness of either of the mortgagors, either direct or indirect, now or hereafter held by the said mortgagee, its successors or assigns, and to remain in full force and effect between the parties hereto, or assigns, until all advances made by virtue hereof, including all other liabilities held as heretofore mentioned, are paid in full with interest; and this conveyance shall be void if such payments be made as herein specified, but if default be made in such payment, or any part thereof, or interest thereon, or if the taxes or assessments levied upon said premises, or hazard insurance premiums, be not paid when due, then at the option of the mortgagee, and without notice, the whole amount secured hereby shall become due and payable, and this mortgage shall be subject to foreclosure in the manner provided by law. In the event of foreclosure said mortgagee or its successors or assigns shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises and collect the rents and profits thereof, and apply the same as the court may direct.

\* not exceeding \$16,000.00

IN WITNESS WHEREOF, The mortgagor has hereunto set their hands and seal the day and year first above written.

Frank R. Schuette

Genevieve Schuette

Orange County

Be It Remembered, That on this 26th day of March A. D. 1971

before me, John N. Corits, a Notary Public in and for said County and State, came Frank R. Schuette and Genevieve Schuette, his wife,

to me personally known to be the same person who executed the within 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 Nov. 1 19 74

John N. Corits

Recorded April 1, 1971 at 9:52 A.M.

Janice Beers Register of Deeds