

BOOK 160

25158

MORTGAGE

393

THIS INDENTURE, Made this 21st day of May in the year of our Lord 1971, between
Dean R. Hepner and Lori C. Hepner, husband and wife,

of the County of Douglas 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, hereinafter called the Mortgagee, of the second part,

WITNESSETH, That the said mortgagor, in consideration of the sum of One ~~Dollar and no/100~~ ^{Thousand & no/100} dollars 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

Beginning one hundred sixty-eight (168) feet East of the south west corner of Section Thirty-two (32) Township fourteen (14) Range nineteen (19) thence North three hundred forty one (341) feet, thence East three hundred thirty-nine (339) feet, thence South three hundred forty one (341) feet, thence West three hundred thirty-nine (339) feet to the place of beginning.

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 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 \$1,000.00.

* not exceeding \$1,000.00.
IN WITNESS WHEREOF, The mortgagor has hereunto set h er h and S and seal the day and year first
above written.

Dean R. Hepner

Lori E. Hepner

Osage County

Be It Remembered, That on this 21st day of May A. D. 1971

before me, John N. Cordts, a Notary Public
in and for said County and State, came Dean R. Hepner and Lori C. Hepner
husband and wife.

to me personally known to be the same persons 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.

Nov. 1 1974

John N. Cordts

Notary Public

RELEASE

The within mortgage has been fully satisfied and is hereby released this day of 19

Recorded May 26, 1971 at 9:35 A.M.

Yancey Beemer

Register of Deeds