

ph

BOOK 160

25205

M O R T G A G E

THIS INDENTURE entered this 10th day of May, 1971, by and between

NOLEN DEAN CRUSINBERY and ARLEEN V. CRUSINBERY, his wife,

whose mailing address is 342 S.E. Baldwin Road, City of Topeka, Kansas, hereinafter designated, whether singular or plural, for the purpose of brevity as MORTGAGOR, and EVANS PRODUCTS COMPANY, a Corporation under the laws of the State of Delaware, whose mailing address is 3355 Hiawatha Avenue South, Minneapolis, Minnesota, hereinafter designated for the purpose of brevity as MORTGAGEE,

WITNESSETH: That whereas the Mortgagor has delivered to the Mortgagee the Mortgagor's note in the amount of \$20,000.00, being an indebtedness due and owing to the Mortgagee for certain building materials sold by it to Mortgagor, and WHEREAS the Mortgagor, in the application for credit to the Mortgagee agreed to give the Mortgagee a mortgage on the real property on which said building materials are to be used to secure the Mortgagor's debt to the Mortgagee.

NOW, THEREFORE, in consideration of the indebtedness due and owing to the Mortgagee from the Mortgagor and other valuable consideration in hand paid by the Mortgagee to the Mortgagor, receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee, and its successors and assigns forever, all the tracts or parcels of land lying and being in the County of Douglas, State of Kansas, described as follows, to-wit:

A tract located in the following described tract:

Beginning at the Southeast corner of the West 60 acres of the South Half of the Northwest Quarter of Section 13, Township 12 South, Range 17 East of the Sixth Principal Meridian; thence North along the East line of said West 60 acres to the South right of way line of U. S. Highway No. 40; thence Northwesterly along said right of way line 347.6 feet; thence Southwesterly to a point in the South line of said Northwest Quarter which is 525 feet West of the point of beginning; thence East 525 feet to the point of beginning, in Douglas County, Kansas, and more particularly described as follows:

Beginning at a point 250 feet South of Highway 40 along the West Line of the above described tract, thence South 200 feet, thence East 231 feet to the center of the private gravel road, thence North along the gravel road 200 feet thence West to point of beginning, all in Section 13, Township 12 South, Range 17 East, containing slightly more than one acre. Subject to and including easements and rights of way of record. Douglas County, Kansas

TO HAVE AND TO HOLD THE SAME, together with the hereditaments and appurtenances thereto belonging to the said Mortgagee, and successors and assigns, forever. And the said Mortgagor, for said Mortgagor and Mortgagor's heirs, administrators, successors, and assigns does covenant with the said Mortgagee, and its successors and assigns, as follows: That the Mortgagor is lawfully seized of said premises and has good right to sell and convey the same; that the same are free from all encumbrances; the Mortgagor warrants the title to the premises and further warrants that the Mortgagee and its successors and assigns shall quietly enjoy and possess the same; and that the Mortgagor will warrant and defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, that if the Mortgagor shall pay to the Mortgagee, or its successors or assigns, the sum of \$20,000.00, according to the terms of one principal promissory note due and payable as follows, to-wit:

144 consecutive monthly installments as follows: The first 72 consecutive monthly installments of \$236.00 each, or more, on the 1st day of July, 1971; each and every month, commencing with the 1st day of July, 1971; the second 71 consecutive monthly installments of \$174.00 each, or more, commencing one month after the due date of the 72nd installment, and every month thereafter; the entire balance due hereunder shall become due and payable on the 144th installment. The unpaid balance due hereunder shall bear interest at the rate of 7-1/2 per cent per annum; said interest to be computed monthly shall first be deducted from said monthly payments and the balance of each monthly payment credited as principal.

together with all sums advanced in protecting the lien of this mortgage, in payment of taxes on said premises, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorneys' fees herein provided for, and sums advanced for any other purpose authorized herein, and shall keep and perform all of the covenants and agreements herein contained, then this deed to be null and void, and to be released at the Mortgagor's expense.