

MORTGAGE—Real Estate

25431 BOOK 160

THIS MORTGAGE, Made this 4th day of June, A. D., 19 71
between Ronald C. Hardacre and Doris L. Hardacre, his wife
of Washington County, Oklahoma, Mortgagee S
and THE INDEPENDENCE STATE BANK, of Independence, Kansas, Mortgagee.

WITNESSETH, That the Mortgagor S, in consideration of the sum of
Forty-Two Hundred and No/100----- D O L L A R S
the receipt of which is hereby acknowledged, do hereby mortgage and warrant to the Mortgagee the following
described real estate, situate in Montgomery County, Kansas, to-wit:
Douglas

Lot 14, Block 4, Town and Country Addition Number 3,
an Addition to the City of Lawrence

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appur-
tenances thereunto belonging or in anywise appertaining, forever.

This mortgage is given to secure the payment of the sum of \$ 4,200.00 evidenced by one
promissory note of even date, together with interest. Said principal sum and interest being payable according to
the terms of said note.

NOW, if the Mortgagor S shall pay or cause to be paid to the Mortgagee the indebtedness in the above de-
scribed note mentioned, together with the interest thereon, according to the terms and tenor thereof and any other
indebtedness secured hereby whether authorized by the terms hereof or by law, then these presents shall be wholly dis-
charged and void; and otherwise shall remain in full force and effect. But if said note indebtedness, or any part thereof,
or any interest thereon, is not paid when the same becomes due, or if the taxes and assessments of every nature which
are or may be assessed and levied against said real estate, or any part thereof, are not paid when the same are by law
made due and payable, or if the insurance hereinafter provided for is not procured, then the Mortgagee, at its option
and without notice, may declare all sums secured hereby immediately due and payable, and the Mortgagee shall be en-
titled to the possession of the mortgaged premises and shall be entitled to enforce all the rights and remedies granted
hereby or by law.

The Mortgagor S agree to keep all buildings now or hereafter upon said real estate constantly insured for
the benefit of the Mortgagee against loss either by fire or tornado in such company or companies as are acceptable to
the Mortgagee in such sum or sums as such company or companies will insure for, not to exceed the amount of the in-
debtedness secured hereby. All policies shall make loss payable to the Mortgagee and, as issued, shall be assigned and
delivered to and be held by the Mortgagee as further security for the payment of all indebtedness hereby secured. If
this obligation is not performed by Mortgagor S, Mortgagee may procure such insurance and this mortgage shall
stand as security for the premium or premiums so paid and interest thereon.

The Mortgagee shall be under no obligation either to pay taxes and assessments or procure or pay for insurance,
and, in the event Mortgagee shall pay taxes and assessments or procure and pay for insurance, such payment or pay-
ments shall not operate as a waiver of any default hereunder.

It is agreed that each provision and agreement hereof shall apply to, inure to the benefit of and bind Mortgagor S
and the Mortgagee and their respective heirs, successors and assigns and the term Mortgagee shall include the holder
or holders of any indebtedness secured hereby.

IN WITNESS WHEREOF, the Mortgagor S have hereunto set their hands the day and year first
above written.

Ronald C. Hardacre
Ronald C. Hardacre
Doris L. Hardacre
Doris L. Hardacre

STATE OF KANSAS, WILSON COUNTY, SS.

BE IT REMEMBERED, That on this 4th day of June,

A. D. 19 71, before me, the undersigned, a Notary Public

in and for the County and State aforesaid, came Ronald C. Hardacre
and Doris L. Hardacre, his wife
who are personally known to me to be the same persons who executed
the within instrument of writing and such persons duly acknowledged
the execution of the same.

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

MARILYN J. KRAMER
STATE NOTARY PUBLIC
WILSON COUNTY, KANSAS
MY COMMISSION EXPIRES June 30, 1975
My commission expires

Marilyn J. Kramer
Marilyn J. Kramer Notary Public.
June 30, 1975

STATE OF KANSAS,

Douglas ss.
County

This instrument was filed for
record on the 10th day of June
A.D., 19 71, at _____ o'clock
m., and duly recorded in Book
of Mortgages, at page

Register of Deeds

By _____ Deputy

The Banker Co.

Recorded June 10, 1971 at 2:46 P.M.

James B. Balm Register of Deeds