

25554  
BOOK 161

# MORTGAGE

THIS INDENTURE, Made this 11th day of June in the year of our Lord 1971, between  
Mary Lynn Hartman and Frederick W. Hartman Jr., her husband,

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 nine thousand & no/100—dollars.  
~~ONE THOUSAND THREE~~ 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: The South Half of the North East Quarter of

Section No. Eighteen (18), Township No. Fifteen (15), Range No. Eighteen

(18) East of the 6th Principal Meridian.

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 \$9,000.00

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

Mary Lynn Hartman  
Mary Lynn Hartman  
Frederick W. Hartman, Jr.  
Frederick W. Hartman Jr.

Osage County

Be It Remembered, That on this 11th day of June A. D. 1971

before me, John N. Cordts, a Notary Public

in and for said County and State, came Mary Lynn Hartman and Frederick W.

Hartman Jr., her husband,

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.

My Commission expires NOV. 19 74

John N. Cordts  
John N. Cordts

Recorded June 17, 1971 at 10:31 A.M.

Janice Boon  
Register of Deeds