

STATE OF KANSAS,

COUNTY, ss.

BE IT REMEMBERED, That on this

day of

A. D. 19

before me, the undersigned, a

in and for the County and

State aforesaid, came

who

personally known to me to be the same person.

who executed the foregoing release, and such person

July acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my

seal, the day

Term expires

Douglas

19

Notary Public,

County, Kansas.

STATE OF KANSAS,

COUNTY, ss.

BE IT REMEMBERED, That on this

30th

day of

June

A. D. 1971

before me, the undersigned, a

notary

in and for the County and

State aforesaid, came

G. M. Clem, Sr. V. P., Douglas Co. State Bank, a corporation

who is personally known to me to be the same person who executed the within instrument of writing, and such person

is duly acknowledged the execution of the same as the act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my

notarial

Seal, the day

Term expires May 3,

19 75

Dennis Barritt

Notary Public.

Recorded June 30, 1971 at 3:15 P.M.

Register of Deeds

MORTGAGE

THE FIRST NATIONAL BANK OF HUTCHINSON, KANSAS

MORTGAGE

REGISTRATION FEE: The Amount of Indebtedness.

STATE OF KANSAS, RENO COUNTY, SS.

\$60,000.00

Fees \$ 150.00

Paid this 30th day of

This instrument was filed for record on the 30th day of

June

19 71

No. 5,829

June

A.D. 19 71

at 11:35 o'clock AM

and duly recorded in Book

at page

Fee \$ 4.00

Register of Deeds

A.D. 19

at o'clock M.

Reno County, Kansas

Register of Deeds

This Indenture,

made this

28

day of

June

A.D. 19 71

by and between

B C D Investment Co., Inc., 515 East 2nd, Hutchinson, Kansas,
party of the first part

of Reno

County, Kansas, hereinafter called the mortgagor, which expression shall, wherever

the context so admits, include their

heirs, executors, administrators and assigns, party of the first part, and

THE FIRST NATIONAL BANK of Hutchinson, Kansas, hereinafter called the mortgagee, which expression shall, wherever the context admits, include its successors and assigns, party of the second part.

WITNESSETH: That said mortgagor has mortgaged and by these presents, does Mortgage, Convey and Warrant unto the said mortgagee, all of the following described real estate situated in Douglas County, Kansas, to-wit:

Beginning at a point 33 feet West of and 390.0 feet South of the Northeast corner of the Southeast 1/4 of Section 23-12-19, Douglas County, Kansas, thence South parallel to the East line of said Southeast 1/4, 94.98 feet, thence Southerly 114.2 feet to a point 599.0 feet South of and 39.7 feet West of the Northeast corner of said Southeast 1/4, thence West 324.3 feet, thence North parallel to the East line of said Southeast 1/4, 359.0 feet, thence East 151.0 feet, thence South 150.0 feet, thence East 180.0 feet to the point of beginning, contains 2.0 Acres, more or less.

together with all improvements thereon and the hereditaments and appurtenances thereto belonging, and all contingent rights and interests therein.

This mortgage is given as security for the performance of the covenants and agreements herein and to secure to said mortgagee the payment of Sixty Thousand and no/100- - - - - DOLLARS, with interest thereon, according to the terms of a certain mortgage note, executed and delivered by said mortgagor in consideration of the actual loan of said sum and payable according to the terms thereof, with interest payable monthly or annually. All of said notes being of even date herewith, payable in lawful money of the United States of America at THE FIRST NATIONAL BANK of Hutchinson, Kansas, or at such other place as the legal holder of the principal note may designate in writing, each bearing interest at the rate of ten per cent per annum after the maturity or default until paid.

THE MORTGAGOR AS AFORESAID COVENANTS, AGREES AND WARRANTS: To be at the delivery hereof, lawfully seized in fee simple of the real estate hereby conveyed and to have good right to sell and convey the same as aforesaid; that the said real estate is free and clear of all incumbrances and liens; and with heirs, executors, administrators and assigns, warrant, and will defend the same unto said mortgagee, against all claims or demands; not commit nor suffer waste and not to cultivate any land now in grass without the written consent of mortgagee; to keep all buildings, fences and other improvements on said premises in as good repair and condition as they now are, and to keep all buildings, now and hereafter on said premises, insured against fire and tornado for

Sixty Thousand and no/100- - - - - Dollars, for the benefit of the said mortgagee, in insurance companies acceptable to it, and to deliver policies of insurance with satisfactory mortgage clauses and renewal receipts, to said mortgagee. In case of loss, second party may collect insurance money or may require first party to make such collection. Said money when collected, shall be applied either upon the indebtedness hereby secured or in rebuilding, as said mortgagee may elect.

Said mortgagor expressly agrees to pay immediately when due, and before any penalty for non-payment attaches thereto, all taxes and assessments, general or special, which may be now or hereafter levied or assessed, under any law now existing or hereinafter enacted, upon the said land, premises or property or upon the interest of the holder of this mortgage therein, or upon the debt hereby secured, whether such holder be a resident or non-resident of the State of Kansas. Upon violation of the foregoing undertaking in any part, or upon the passage by the State of Kansas of any law imposing payment of the whole or any part of the aforesaid taxes or assessments, upon THE FIRST NATIONAL BANK of Hutchinson, Kansas, or upon any subsequent holder of this mortgage, whether a resident or non-resident of the State of Kansas, or upon the rendering by any Court of competent jurisdiction, of a decision holding that any undertaking by the mortgagor to pay such taxes or assessments, or any of them, or any similar undertaking, is in whole or in part legally inoperative or void, then and in such event, the debt hereby secured without deduction, shall at the option of said mortgagee, and without notice to any party, become immediately matured, due and payable, notwithstanding anything contained in this mortgage, or in any law hereinafter enacted. Said mortgagor to furnish said THE FIRST NATIONAL BANK of Hutchinson, Kansas, on or before August 1st of each year a certificate from the proper authority, showing the payment of all such taxes and assessments for the preceding year.

Reg. No.
5,829
Fee Paid
\$150.00