

MORTGAGE

25830

222-2-T. W.

Hall Litho. Co., Topeka

THIS INDENTURE, Made this BOOK 161
30th day of June 19 71

between Orland L. Miller and Velma B. Miller, his wife
of Douglas County, in the State of Kansas, as mortgagor.
and THE BANK OF PERRY, PERRY, KANSAS
of Jefferson County, in the State of Kansas, as mortgagee.

WITNESSETH, That in consideration of the sum of
Twenty six thousand one hundred - - - - - and no DOLLARS,
the receipt of which is hereby acknowledged, said mortgagors do hereby mortgage and warrant unto said mortgagee
its successors and assigns, all of the following described Real Estate situated in Douglas
County, and State of Kansas to wit: The East fifty (50) Acres of
the South one-half (1/2) of the Southwest Quarter (SW 1/4) of Section eight (8)
Township twelve (12), South, Range Nineteen (19), East of the Sixth
Principal Meridian in Douglas County, Kansas,

Said mortgagors do hereby covenant and agree that at the delivery of this instrument they are
the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free
and clear of all incumbrances except

and that they will warrant and defend the same against all claims whatsoever.
TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances
thereunto belonging or in anywise appertaining, forever.

Said mortgagors hereby agree to pay all taxes and assessments levied on said premises before any penalties or costs
shall accrue on account thereof, and to keep said premises insured in favor of mortgagee in the sum of at least
Twenty five thousand and no/100 - - - - - DOLLARS
in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$26,100.00 - - - - - Dollars
advanced by mortgagee to mortgagors, with interest, and such charges as may become due to mortgagee under the
terms of the note hereby secured, which note is hereby made a part hereof, and which is to be paid by mortgagors to
mortgagee with interest at 8 % per annum as follows: Beginning on the 1st day of March
1972 and semi annually thereafter, the sum of one thousand five hundred and
no/100 Dollars and the balance of said principal sum on the 1st day of
September 1977, with interest from the 30th day of June 1971, payable
1st day of March and September in each year.

It is the intention and agreement of the parties that this mortgage also secures any future advancements made to
mortgagors by mortgagee and all indebtedness in addition to the above amount which mortgagors may owe to
mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and
effect until all amounts due hereunder, including future advancements, are paid in full, with interest. Upon the maturing of
the indebtedness for any cause, the total debt on such additional loans, if any, with interest, shall at the same time and for the
same specified causes be considered matured, and shall be collectible out of the proceeds of sale through foreclosure or other-
wise.

Mortgagors shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee, includ-
ing abstract or title insurance expenses, because of the failure of mortgagors to comply with the provisions of said note
and this mortgage, and the same are hereby secured by this mortgage.

The failure of mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its
right to assert the same at a later date, and to enforce strict compliance with all of the terms and provisions of said note and
of this mortgage.

NOW, If said mortgagors shall pay or cause to be paid to said mortgagee its successors or assigns, said
sum of money in the above described note mentioned, together with the interest thereon, and all future advancements
with interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void;
and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest
thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and
levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, or if insur-
ance premiums are not paid when due, then the whole of said sum and sums, and interest thereon, shall become due and payable
at the option of the holder hereof, and said mortgagee shall be entitled to the possession of said premises.

This mortgage shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective
parties.

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

Orland L. Miller
Orland L. Miller

Velma B. Miller
Velma B. Miller Mortgagor