

26323

MORTGAGE

222-2-T. W.

BOOK 161

Hall Litho. Co. Topeka

THIS INDENTURE, Made this 1st. day of August 19 71

between Trustees of the Baldwin Baptist Church, Inc.
of Douglas County, in the State of Kansas, as mortgagor.
and Lena P. Caudill and Charlie Caudill, her husband,
of Douglas County, in the State of Kansas, as mortgagee.

WITNESSETH, That in consideration of the sum of
FIFTEEN THOUSAND AND NO/100 - - - - - and 100 DOLLARS,
the receipt of which is hereby acknowledged, said mortgagor s do hereby mortgage and warrant unto said mortgagee
their heirs, successors and assigns, all of the following described Real Estate situated in Douglas
County, and State of Kansas to wit:

Lots 87, 89 and 91 on Baker Street in the City of Baldwin,
Douglas County, Kansas

Said mortgagor do es hereby covenant and agree that at the delivery of this instrument they are
the lawful owner s 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 mortgagor s 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
FIFTEEN THOUSAND AND NO/100 - - - - - DOLLARS
in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$ FIFTEEN THOUSAND AND NO/100 - - - - - Dollars
advanced by mortgagee s to mortgagor s, with interest, and such charges as may become due to mortgagee s under the
terms of the note hereby secured, which note is hereby made a part hereof, and which is to be paid by mortgagor s to
mortgagee s with interest at 6 1/2 % per annum as follows:

It is the intention and agreement of the parties that this mortgage also secures any future advancements made to
mortgagors, or either or any of them, by mortgagee s, and all indebtedness in addition to the above amount which mortgagors,
or either or any of them, may owe to mortgagee s, however evidenced, whether by note, book account or otherwise. This mort-
gage 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 otherwise.

Mortgagor s shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee s, includ-
ing abstract or title insurance expenses, because of the failure of mortgagor s 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.

If said mortgagor s shall pay or cause to be paid to said mortgagee s, their heirs, successors or assigns,
said sum of money hereby secured, 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 insurance premiums are not paid when
due, then the whole of said sum or sums, and interest thereon, shall become due and payable at the option of the holder hereof, and
said mortgagee s shall be entitled to the possession of said premises.

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

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

Charlie Caudill
Charlie Caudill

Irene Ellis, Clerk
Mortgagor Irene Ellis, Clerk

TRUSTEES OF THE BALDWIN BAPTIST CHURCH

Billie J. Routh
Billie J. Routh

William W. Scott
William W. Scott Mortgagor