Reg. No. 6,105
Fee Paid $20.00

MORTGAGE 26833 222-2—T. W. BOOK 162 Hall Litho. Co., Topeka

THIS INDENTURE, Made this 7th day of September 19 71

between Alvin A. Istas and Aurelia M. Istas, his wife

of Dougals 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 Eight thousand - and 00/100 DOLLARS, the receipt of which is hereby acknowledged, said mortgagor s do hereby mortgage and warrant unto said mortgagee its successors ~~heirs~~ and assigns, all of the following described Real Estate situated in ~~XXXXX~~ Douglas County, and State of Kansas to wit: Beginning 315 feet North of the Southwest corner of the Northeast Quarter of Section 3, Township 12, Range 18; thence North along the West line of said Quarter Section 715 feet; thence East 740 feet, more or less, to a point 27° feet West of thecenter line of Whitfield Street; thence South parallel to thecenter line of Whitfield Street 242.06 feet; thence East 27° feet to the center line of Whitfield Street; thence South along said center line of Whitfield Street 150 feet; thence West 27° feet; thence South 530 feet; thence West 146 feet; thence North 18° feet; thence West 150 feet; thence South 315 feet to the Quarter Section line; thence West 55 feet on said Quarter Section line; thence North 200 feet; thence West 100 feet; thence North115 feet; thence West 322.4 feet tothe point of beginning, in the vacated portion of the Town of Lecompton, in Douglas County, Kansas; subject to 25 foot roadway along the south 25 feet said Northeast Quarter.

Said mortgagor s do 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 no exceptions 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 Ten thousand and no/100 - DOLLARS in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of $ 8,000.00- - - - - - - - - - Dollars advanced by mortgagee to mortgagor s , 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 mortgagor s to mortgagee with interest at 7½ % per annum as follows: Monthly installement of $160.30 with interest paid first and balance credited to principal, with balance of said principal sum due Spetember 10, 1976.

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 mortgagor s 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 otherwise.

Mortgagor s shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee , including 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.

NOW, If said mortgagor s shall pay or cause to be paid to said mortgagee , its successo ~~heirs~~ 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 insurance 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.

Alvin A. Istas
Alvin A. Istas
Aurelia M. Istas
Aurelia M. Istas Mortgagor

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