

BOOK 163

27428

MORTGAGE

THIS INDENTURE, Made this 1st day of November, 1971, by and between

Eugene W. Haley and Betty Jo Haley, his wife,

of Douglas County, Kansas, Mortgagor, and BEN M. KOZIKOWSKI and RICHARD E. WHITEHEAD, both of Johnson County, Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, their heirs and assigns, forever, all the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

The North Half of the Southeast Quarter of Section Nine (9), Township Fifteen (15) South, Range Nineteen (19) East of the Sixth Principal Meridian-subject to those easements now of record.

TO HAVE and to hold the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever

AND ALSO the Mortgagor covenants with the Mortgagee that at the delivery hereof he is the rightful owner of the premises above conveyed and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, except as described above, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is executed and delivered to secure the payment of the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) with interest thereon and such charges and advances as may become due to the mortgagee under the terms and conditions of the promisory note of even date herewith, secured hereby, executed by mortgagor to the mortgagee, the terms of which are incorporated herein by this reference, payable as expressed in said note, and to secure the performance of all the terms and conditions contained in said note.

IT IS the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor, or any of them, by the mortgagee. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest, taxes and assessments.

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

NOW, If said mortgagor shall cause to be paid to the mortgagee the amounts due it under said note in accordance with the terms thereof,