SAML DODSWORTH STATIONERY CO KANSAS CITY NO 12314

MORTGAGE

Reg. No. 253
Fee Paid $13.75

For Release see Book 77 Page 403
For Release see Book 77 Page 163

KNOW ALL MEN BY THESE PRESENTS:

That Otto A. Theel and Lillian Theel his wife of Lyon County, State of Kansas, parties of the first part, hereinafter called the first parties have mortgaged and hereby mortgage, convey and warrant to Commerce Trust Company, a Missouri corporation, located at Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas to-wit: All that part of the Northeast Quarter (¼) of Section No. Thirteen (13) lying East of the public road as now laid out and established, containing Seventy-one and One-half (71½) acres, more or less, In Township No. Twelve (12), Range No. Eighteen (18). Also, All of the Northwest Quarter (¼) of Section No. Eighteen (18); and The West Half (½) of the Southwest Quarter (¼), the Southeast Quarter (¼) of the Southwest Quarter (¼), the West Half (½) of the Northeast Quarter (¼) of the Southwest Quarter (¼) and the Southeast Quarter (¼) of the Northeast Quarter (¼) of the Southwest Quarter (¼) all in Section No. Seven (7); All in Township No. Twelve (12) Range No. Nineteen (19) containing in all 381½ acres, more or less, together with all the improvements thereon and all of the rights and appurtenances now or hereafter in anywise thereunto belonging or pertaining, and all the rents, royalties and profits therefrom (parties of the first part to have said rents and profits, however, so long as no default occurs under the terms of this instrument) and all lighting, heating and water apparatus, connections and utensils, in or that may be put in the building or buildings now or hereafter on said land for use therein.

This mortgage is given as security for the performance of the covenants and agreements herein, and to secure to said Commerce Trust Company, its successors and assigns, the payment of the sum of Five Thousand Five Hundred and No/100 Dollars, with interest thereon, according to the terms of one certain installment promissory note executed and delivered by the first parties to the second party, due and payable according to the terms thereof, with interest payable annually, according to the terms of interest coupons thereto attached, all of said notes being of even date herewith, payable in lawful money of the United States of America, at the office of Commerce Trust Company, in Kansas City, Missouri and each bearing interest at the rate of ten per cent, per annum after maturity until paid. This mortgage also secures the payment of all renewal principal and interest notes that may hereafter be given in the event of any extension of time for the payment of debt hereby secured; and also secures all sums, if any, in excess of said principal debt, that may be advanced by second party for the purpose of satisfying prior liens on the above described real estate.

FIRST PARTIES COVENANT AND AGREE:

That they are lawfully seized in fee simple of the real estate hereby conveyed, and that they have a good right to sell and convey the same as aforesaid; that the said real estate is free and clear of all encumbrances and that they and their heirs, executors and administrators will warrant and defend the same unto the said second party, its successors and assigns, against all lawful claims and demands;

That they will pay said note or notes hereby secured and interest thereon as the same shall become due and payable;

To neither commit nor suffer waste, and to keep all improvements on said real estate in as good condition as they now are;

To pay all taxes and assessments levied upon said real estate, or upon the lien hereby created, by virtue of any law of the State of Kansas, to whomever assessed, before same shall have become delinquent whether now or hereafter levied thereon;

To keep the improvements now upon or hereafter to be erected upon said land constantly and satisfactorily insured until the debt hereby secured be paid, against loss by fire in the sum of at least --------Dollars, and against loss by windstorms in the sum of at least --------Dollars, and in such further sum or sums up to the full insurabel value of such improvements, as second party or its assigns may require from time to time until said debt be paid and the policy or policies of such insurance constantly assigned or pledged and delivered or the amount of such insurance otherwise made available to said second party or its assigns, in such manner as said second party may require, to further secure the debt hereinbefore described, with power to demand and collect any and all moneys becoming payable thereunder or on account thereof including unearned premiums, and apply same toward satisfying said debt, if same be not then otherwise already paid, the said first parties agreeing to furnish all proofs of loss and defray the expenses of collecting such insurance in the event of loss or damage;

Upon failure to comply with either of these conditions, covenants and agreements, it is agreed that the owner of this mortgage may pay the said taxes or assessments, or the cost of said insurance and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment, and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon said real estate, and be secured by this mortgage and may be collected in the same manner as the principal debt hereby secured;

That as additional and collateral security for the payment of the debt hereinbefore described the first party hereby assigns to the second party, its successors and assigns all right, title and interest in and to all royalties and rentals accruing to them under all oil, gas, mineral, agricultural, or other leases of said real estate, and directs any lessee on demand, to pay the said second party, its successors and assigns, all royalties and rentals that may be payable to them under the terms of any such lease of said real estate, or any part thereof; porvided that so long as no default be made in the payment of the principal debt hereby secured, or the interest due thereon, and so long as the agreements, covenants and conditions of this mortgage shall be faithfully performed, the first party their heirs or assigns, shall retain possession of the premises hereby conveyed, and shall be entitled to appropriate for their own use all the income and profit derived therefrom; this assignment to terminate and become void upon the release of this mortgage;

That as additional security for the payment of the aforesaid debt, the party of the second part, its successors endorsees and assigns, shall be subrogated to the lien (whether released of record or not) of any and all encumbrances and/or liens upon the aforesaid premises or any part thereof, which it, they or any of them may in any manner discharge;

That they will keep said premises free form all liens, to the end that the priority of this mortgage shall at all times be maintained; and in case the second party, its successors or assigns, shall hereafter appear in any of the land departments of the United States Government, or in any tribunal or court whatever, to defend, establish or sustain the title to or right of possession of the aforesaid mortgaged real estate or the lien and priority of this mortgage thereon, or appear in any court to prove the debt secured by this mortgage, all costs and expenses of such appearance, together with a reasonable attorney's fee, shall become due and owing from the first parties hereto, and be repaid by them to the second party, its successors and assigns, immediately on demand and such costs, expenses and attorney's fees shall bear interest at the rate of ten per cent per annum from date of such payment thereof by the second party, its successors and assigns, and shall be an additional lien hereby secured upon the mortgaged real estate, concurrent with and to be collected in the same manner as the balance of the mortgage debt hereby secured;