

DOUGLAS COUNTY

Now if the said Mary Wandler Gordon and Jess F. Gordon, her husband shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum, shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part its successors and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this mortgage, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Nine Hundred Dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in its own name and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property and may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part do hereby covenant and agree that at the delivery hereof 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, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part its successors and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Executed and delivered in presence of

Mary Wandler Gordon
Jess F. Gordon

State of Kansas, County of WYANDOTTE, ss

BE IT REMEMBERED, that on this 18th day of March A.D. 1942 before me, the undersigned, a Notary Public in and for said County and State, came Mary Wandler Gordon and Jess F. Gordon, her husband who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

(SEAL) My commission expires Aug. 15, 1942

Otis Smart

Notary Public

Recorded March 20, 1942 at 9:20 A.M.

Receiving No. 13540

Register of Deeds

MORTGAGE

INDENTURE, dated as of November 25, 1941, made by and between THE LEAVENWORTH JEFFERSON ELECTRIC COOPERATIVE COMPANY, INC. (hereinafter called the "Corporation"), an incorporated cooperative association organized and existing under the laws of the State of Kansas, and THE NATIONAL BANK OF AMERICA AT SALINA (hereinafter called the "Trustee"), a banking corporation organized and existing under the laws of United States of America.

WHEREAS, the Corporation has determined to borrow funds from UNITED STATES OF AMERICA (hereinafter called the "Government"), under and pursuant to the Rural Electrification Act of 1936, as amended, for its lawful corporate purposes and, to that end, has duly authorized and executed, and has delivered to the Government, its mortgage note (hereinafter called the "First Note") to be secured by an indenture of mortgage and deed of trust in the terms hereof of the property hereinafter described; and

WHEREAS, the First Note is of even date herewith, is in the principal amount of two hundred sixty-five thousand ---- dollars (\$265,000--), is payable to the order of the Government at the United States Treasury, Washington, D. C., bears interest at the rate of 2.48 per centum per annum, and provides for the accumulation of the interest accruing on the principal thereof for the first thirty (30) months after the date thereof (hereinafter called the "accumulated interest"), and that thereafter and until a date forty-eight (48) months after the date thereof interest on the unpaid accumulated interest and on the unpaid principal thereof shall become due and payable on the twenty-fifth day of each month, and provides further for payments thereafter on the twenty-fifth day of each month commencing with a date forty-nine (49) months after the date thereof, to be applied first to the payment of current interest on the accumulated interest and on the principal thereof, then on account of the accumulated interest and, after the payment thereof in full, to the payment on account of the principal thereof, which payments will be in amounts calculated to be sufficient to pay and discharge the principal of the First Note within twenty-five (25) years after the date thereof, at which time the unpaid principal of the First Note, if any, shall become due and payable; and

WHEREAS, it is contemplated that additional notes (hereinafter called the "additional notes") shall from time to time be executed and delivered by the Corporation to the Government to evidence loans made by the Government to the Corporation pursuant to the Rural Electrification Act of 1936, as from time amended, and that from time to time the Corporation may execute and deliver to the holder or holders of outstanding notes secured hereby notes to refund such outstanding notes, or in renewal thereof, or in substitution thereof, all to be secured hereby (the First Note, ---- the additional notes, and notes executed and delivered to refund, or in renewal, of, or in substitution for, and any note or notes at any time outstanding and secured hereby being hereinafter sometimes collectively called the "notes");

NOW, THEREFORE, THIS INDENTURE WITNESSETH that, in order to secure the payment of the principal of and interest on the notes according to their tenor and effect, and further to secure the due performance of the covenants, agreements, and provisions contained in this Indenture and to declare the terms and conditions upon which the notes are to be secured, the Corporation, in consideration of the premises, has executed and delivered this Indenture, and has granted, bargained, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged, and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge, and set over, unto the Trustee, and its successor or successors in the trust hereby created, and its and their assigns, all and singular the following described property (hereinafter sometimes called the "Trust Estate"):

I. All right, title, and interest of the Corporation in and to the electric transmission and distribution lines or systems ---- proposed to be constructed or acquired by the Corporation with the proceeds of the loan evidenced by the First Note pursuant to a certain loan contract (hereafter called the "Loan Contract") between the Corporation and the Government, dated as of November 24, 1941--, and to be located in the Counties of Atchison, Douglas, Jefferson and Leavenworth, ---- and in counties contiguous thereto, in the State of Kansas ---- and in and to all extensions and improvements thereof and additions thereto, including all substations, service and connecting lines, poles, posts, cross arms, wires, cables, conduits, mains, pipes, tubes, transformers, insulators, meters, electrical connections, lamps, fuses, junction boxes, fixtures, appliances, ---- machinery

The Home State Bank of Kansas City, Kansas, the mortgage within named, is hereby certified that the within mortgage is fully paid, satisfied, and discharged and authorizes the Register of Deeds of Douglas County, Kansas, to discharge the same. Dated at Kansas City, Kansas, April 3, 1943.

The Home State Bank of Kansas City, Kansas, (Corp Seal)

This Release was written on the original Mortgage.

entered this 21st day of April 1943

Harold A. Beck
Reg. of Deeds