DOUGLAS COUNTY

Reg. No. 4021
Fee Paid $5.00

Receiving No. 22332

MORTGAGE

B. L. TAUL and MYRTLE ANN TAUL, husband and wife, as mortgagors MORTGAGE AND WARRANT to The Farmers & Bankers Life Insurance Company, mortgagee of Wichita, Kansas, the following described property, with appurtenances and fixtures now or hereafter placed on the premises, situated in Douglas County, Kansas, to-wit:

The North Thirty (30) acres of the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$) of Section Thirty-four (34) and the West Half of the Southwest Quarter ($W\frac{1}{2}SW\frac{1}{4}$) of Section Thirty-five (35), all in Township Fourteen (14), Range Nineteen (19) East of the 6th P. M., in Douglas County, Kansas, less land taken for highway purposes and for channel change,

to secure the payment of Two Thousand and No/100 dollars ($2,000.00) evidenced by a note of even date in said amount payable to the mortgagee, with interest as therein stated, and payment thereof being due:

$200.00 due December 1, 1945,
200.00 due December 1, 1946,
200.00 due December 1, 1947,
200.00 due December 1, 1948,
200.00 due December 1, 1949,
200.00 due December 1, 1950,
200.00 due December 1, 1951,
200.00 due December 1, 1952,
200.00 due December 1, 1953,
200.00 due December 1, 1954.

The Mortgagors further agree, for the protection of the rights of the mortgagee, or its assigns, as follows:

1. To pay, as soon as due, all taxes, assessments and encumbrances, which may be, or appear to be, liens against the property, and to pay and settle promptly, or cause to be removed by suit or otherwise, all adverse claims against said property, and that in case said taxes, assessments or encumbrances so agreed to be paid by mortgagors be not so paid, that then the mortgagee, being hereby made the sole judge of the legality thereof, may, without notice to the mortgagor pay such taxes, assessments or encumbrances, and all sums expended by the mortgagee in doing any or all of the things authorized in this mortgage shall be secured by the mortgage, with interest thereon at the highest lawful rate.

2. To keep all buildings erected on said premises insured against fire and tornado at the expense of the mortgagors until the indebtedness hereby secured is fully paid, in the sum of $ - - - in some responsible insurance company approved by, and loss if any payable to, mortgagee, and deliver said policy or policies to the mortgagee; and in case of fire, the mortgagee may make proof of loss and collect the proceeds of said policy, or so much thereof as will cover the loss, apply the same as a credit on the indebtedness hereby secured whether due or not, and may at its election apply the same to the repair or rebuilding of said building or buildings, In case of failure to insure or maintain insurance as agreed, or on failure to deliver said policies to the mortgagee, or on default in the payment of any premium on any such policy when due, the mortgagee may procure and maintain such insurance and pay any and all premiums thereon and collect the cost thereof with interest at the highest legal rate, from the mortgagors and the same with interest as aforesaid shall be a lien on said premises and be secured by this mortgage and collected in like manner as the principal sum hereby secured.

3. To keep all buildings, fences and other improvements on said real estate in good repair, and permit no waste thereon, and it is also agreed that the rents and profits of said premises, and the rents, profits, revenues and royalties accruing to the mortgagors under all oil and gas leases, now or hereafter placed on said premises are pledged to the mortgagee, its successors and assigns, as additional collateral security, and said mortgagee shall be entitled, in the event of such default, to possession of said premises by receiver or otherwise. That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to possession and control of the premises herein described and/or to have a receiver appointed, and to collect the rents and profits thereon, under the direction of the court, and the net amount so collected by such receiver shall be applied, under the direction of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage, provided, however, that this assignment shall terminate and become null and void upon the release of this mortgage. Appraisement waived.

The violation of any of the foregoing agreements shall, at the option of the mortgagee, without notice, cause the indebtedness hereby secured to become due and payable.

All agreements made and obligations assumed hereby by mortgagors, and all rights and privileges herein granted to the mortgagee, shall be binding upon and accrue to their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement this 1st day of December, 1944.

B. L. Taul
Myrtle Ann Taul

State of Kansas, (Douglas shown on seal) County, ss.

BE IT REMEMBERED, That on this 1 day of December, A.D. 1944, before me, the undersigned, a notary public in and for said County and State, came B. L. Taul and Myrtle Ann Taul, husband and wife, to me personally known to be the same persons who executed the within instrument, and such persons duly acknowledged the execution of the same.

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

C. B. Holmes
Notary Public

(SEAL) My commission expires April 20, 1945

- - - -

Recorded December 21, 1944at 3:50 P. M. Harold A. Beck Register of Deeds

The following is endorsed on the original instrument:
The amount secured by this mortgage has been paid in full, and the same is hereby cancelled this 31st day of May 1945.
The Farmers & Bankers Life Insurance Company
By J. R. Stewart Jr. Vice-President
(Corp Seal)
Recorded June 1 1945
Harold A. Beck
Register of Deeds

****

Receiving No. 22345

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned of Shawnee County, State of Kansas, for value received, the receipt of which is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER AND CONVEY unto

WILLIAM B. ZEIDLER AND OR MARY E. ZEIDLER OR EITHER OF THEM, OR THE SURVIVOR, AS JOINT TENANTS AND NOT TENANTS IN COMMON

The following described real estate mortgage, to-wit:

That certain mortgage executed by P. H. Vermillion and Grace Vermillion, his wife to The Shideler Mortgage & Investment Company in the sum of Fifteen Hundred and 00/100 Dollars, dated August 12, 1940, and recorded in Book 798 on page 531 of the records of Shawnee County, Kansas; together with the note, debt and claim secured by said mortgage, and the covenants contained in said mortgage.

That certain mortgage executed by Martha Wallace, Mabel Everly and Sherman F. Everly, her husband to The Shideler Mortgage & Investment Company in the sum of Two Thousand and 00/100 Dollars, dated November 15, 1939 and recorded in Book 108 page 460 of the records of Jackson County, Kansas; Together with the note, debt and claim secured by said mortgage, and the covenants contained in said mortgage.