

MORTGAGE RECORD 89

Registration No. 4940
Fees paid \$5.00

Receiving No. 28420

REAL ESTATE MORTGAGE

This Indenture, Made this 6th day of June in the year of our Lord one thousand nine hundred forty six, between Claude E. Terrell and Lillian M. Terrell, his wife, in the County of Douglas, and State of Kansas, of the first part, and The Richland State Bank, Richland, Kansas of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of \$2000.00 Two thousand and no/100 - - - Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The South half of the South West quarter or Section Twenty four (24) Township Fourteen (14), Range

seventeen (17)

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Claude E. Terrell and Lillian M. Terrell, his wife does 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. In event of sale or trade of this described land, this note and mortgage becomes due and payable, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Two thousand and no/100 Dollars, according to the terms of one certain promissory note this day executed by the said Claude E. Terrell and Lillian M. Terrell his wife, to the said party of the second part; said note being given for the sum of Two thousand and no/100 Dollars dated June 6, 1946, due and payable in \$200.00 and accrued interest on June 6, 1947 and the same amount on June 6, each following year until June 6, 1951 year from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereon attached.

And this conveyance shall be void if such payments be made as in said note x and coupons thereto attached and as is hereinafter specified. And the said parties of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of (none) Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien upon this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the parties of the second part, and all sums paid by the party of the second part for insurance shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, its executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, its executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand, to the said party of the first part, their heirs or assigns.

And as additional and collateral security for the payment of this mortgage, the interest thereon and the taxes on said land, the undersigned hereby transfers, sets over and conveys to the mortgagee, all rents, royalties, bonuses, delay moneys or other income that may from time to time become due and payable under any oil, gas, mineral or other lease of any kind now existing or that may hereafter be executed or come into existence covering the land described herein, or any portion thereof, with authority to collect the same, and the undersigned hereby agrees to execute, acknowledge and deliver to the mortgagee, its successors or assigns, such deeds or other instruments as the mortgagee may now or hereafter require in order to facilitate the payment to it of said rents, royalties, bonuses, delay rentals or other income, which rights are to be exercised by said mortgagee only in the event of delinquency or default in compliance with the terms of this mortgage and the note thereby secured; this assignment to terminate and become void upon the payment and release of this said mortgage. Should operation under any oil, gas, mineral or other lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mortgage shall thereupon become due and payable.

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Claude E. Terrell
Lillian M. Terrell

STATE OF KANSAS
SHAWNEE COUNTY, SS

Be it Remembered, That on this 6th day of June, A. D. 1946, before me, the undersigned, a notary public, in and for the County and State aforesaid, came Claude E. Terrell and Lillian M. Terrell, his wife, to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

My commission expires Jan 17, 1950
(Seal)

A. K. Reynolds
Notary Public

Recorded on June 7, 1946 at 11:05 A.M.

Receiving No. 28420

Registration No. 4942
Fees paid \$5.00

MORTGAGE

This Indenture, Made this 6th day of June, 1946, by and between Ira L. Grover and Mabel E. Grover, his wife, of Lawrence, Kansas, Mortgagee, and The Home Savings and Loan Association, a corporation organized and existing under the laws of the State of Kansas, Mortgagee:

Witnesseth, That the Mortgagee, for and in consideration of the sum of - - - - - Thirty Two Hundred and no/100 - - - - - Dollars (\$3200.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warranty unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to-wit:

Lot Twenty-eight (28), Fair Grounds Addition, City of Lawrence, Douglas County, Kansas.
(It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagee by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagee, or any of them, may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest.)

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 apparatus,

This release was written on the original mortgage entered this 8th day of June 1946
 Harold Beck
 Reg. of Deeds
 Deputy