

31480 BOOK 90
Appl. 1748-102-
Shelley

Loan No.

AMORTIZATION MORTGAGE

THIS INDENTURE, made this nineteenth day of February, 1947, between Charles E. Shelley and Sylvia M. Shelley, his wife of the County of Douglas and State of Kansas hereinafter called the mortgagor, whether one or more, and OCCIDENTAL LIFE INSURANCE COMPANY OF CALIFORNIA a corporation duly organized and existing under the laws of the State of California, with its principal place of business in Los Angeles California, authorized to do business in the State of Kansas, hereinafter called the mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$2750.00) DOLLAR in hand paid by the mortgagee, receipt of which is hereby acknowledged, has granted, bargained and sold, and does by these presents grant, bargain, sell and convey to said mortgagee, all of the following described real estate situate in the County of Douglas and State of Kansas to-wit:

Beginning at the Southeast corner of the Northwest Quarter (NW¹) of the Southwest Quarter (SW¹) of Section Fifteen (15), Township Thirteen (13) South, Range Nineteen (19) East, thence North 203 feet to the center of Wakarusa Creek, thence along said center of said Creek South 65 degrees West 256.3 feet, thence North 69 degrees 45 minutes West 363.6 feet, thence North 10 degrees 4 minutes West 171.8 feet, thence North 38 degrees 25 minutes East 100 feet, thence North 5 degrees 28 minutes West 171.3 feet, thence South 83 degrees 14 minutes West 310.5 feet, thence North 72 degrees 29 minutes West 298.5 feet, thence North 28 degrees 43 minutes West 242 feet, thence South 870 feet to the Southeast corner of the Northeast Quarter (NE¹) of the Southwest Quarter (SW¹) of said Section, thence East 80 rods to place of beginning; and the Southwest Quarter (S¹) of the Southwest Quarter (SW¹) of said Section Fifteen (15), all in the West Half (W¹) of the Southwest Quarter (SW¹) of Section Fifteen (15), Township Thirteen (13) South, Range Nineteen (19) East, lying South of the center of channel of Wakarusa Creek; all in Range Nineteen (19) East of the Sixth Principal Meridian;

Containing 54.75 acres, more or less, according to the U. S. Government Survey thereof;

Together with all privileges, hereditaments, appurtenances and easements thereunto belonging, or in any wise appertaining, or used in connection therewith, all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant), all shares of stock evidencing the same, pumping stations, engines, machinery, pipes and ditches used in connection with said property, all gas, electric, heating, cooling, air conditioning and plumbing fixtures and equipment which have been or may hereafter be attached in any manner to any building now or hereafter on the said property, or to the said property, and also all the rents, issues, profits and income from said property and the crops raised thereon.

Provided, this mortgage is given to secure the payment by the mortgagor to the mortgagee, at its offices in the City of Los Angeles State of California, of the sum of \$2750.00 with interest at the rate of four per cent per annum, evidenced by certain promissory note of even date herewith, executed by the mortgagor to the mortgagee, conditioned for the payment of said sum and interest on the amortization plan in forty-nine semi-annual installments, and a final installment of \$ 56.10, due on the 1st day of March, 1972, unless sooner matured by extra payments on principal, which note further provides that all sums not paid when due shall bear interest from the due date to the date of payment at the rate of six per cent per annum.

The mortgagor does hereby covenant and agree with the mortgagee, as follows:

1. To be now lawfully seized of the fee simple title to all of said above described real estate; to have good right to sell and convey the same; that the same is free from all incumbrances; and to warrant and defend the title thereto against the lawful claims or demands of all persons whomsoever.
2. To pay when due all payments provided for in the note(s) secured hereby.
3. To make return of said real estate for taxation, when so required by law; and to pay before they become delinquent all taxes, charges and assessments legally levied against the property herein conveyed.
4. To insure and keep insured all buildings and other improvements now on, or which may hereafter be placed on said premises, against loss or damage by fire and/or tornado, in such manner, in such companies and for such amounts as may be satisfactory to the mortgagee; the policy(ies) evidencing such insurance coverage to be deposited with, and loss thereunder to be payable to the mortgagee as its interest may appear. Any sums due the insured under the terms of any such policy(ies) and paid to the mortgagee in settlement of an insured loss may, at the option of the mortgagor, be applied to the reconstruction of the destroyed improvement(s), and if not so applied may, at the option of the mortgagee, be applied in payment of any indebtedness secured by this mortgage, whether or not the same be due and payable.
5. Not to permit, either willfully or by neglect, any unreasonable depreciation in the value of said premises or the buildings and improvements situate thereon, but to keep the same in good repair at all times; not to remove or permit to be removed from said premises any buildings or improvements situate thereon; not to commit or suffer waste to be committed upon the premises; not to cut or remove any timber therefrom, or permit same, excepting such as may be necessary for ordinary domestic purposes; and that he will not permit said real estate to depreciate in value because of erosion, insufficient water supply, inadequate drainage, improper irrigation, or for any reason arising out of the irrigation and/or drainage of said lands.
6. To reimburse the mortgagee for all costs and expenses incurred by it in any suit to foreclose this mortgage, or in any suit in which the mortgagee may be obliged to defend or protect its rights or lien acquired hereunder, including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses; and such sums shall be secured hereby and included in any decree of foreclosure.
7. That all checks or drafts delivered to the mortgagee for the purpose of paying any sum or sums secured hereby will be paid upon presentation, and that all agencies used in making collection thereof, including those agencies transmitting the proceeds of such items to the mortgagee, shall be considered agents of the mortgagee.

In the event the mortgagor shall fail to pay when due any taxes or assessments against said security, or fail to maintain insurance as hereinbefore provided for, the mortgagee may make such payment or provide such insurance, and the amount(s) paid therefor shall become a part of the indebtedness secured by the lien of this mortgage, and bear interest from the date of payment at the rate of six per cent per annum.

The mortgagee may release from the lien of this mortgage any part or parcel of the mortgaged property upon such terms as it may deem satisfactory without affecting the lien hereof on the remainder, and the taking of additional security for this indebtedness or the extension or renewal of said indebtedness or any part thereof shall at no time release or impair the security hereof.

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This mortgage was secured by the mortgagor two items fully described and attached and the within mortgage is hereby cancelled this 23 day of March 1963.
 By Wm. M. Nash, Assistant Secretary By Wm. M. Nash, Assistant Secretary

23 March 1963
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