

33776 BOOK 93

REAL ESTATE MORTGAGE

870-2

Hall Litho. Co., Topeka

This Indenture, Made this 10th day of Oct. in the year of our Lord one thousand nine hundred Forty Seven between Joe R. Beeler Jr. and Mary F. Beeler, husband and wife in the County of Douglas and State of Kansas, of the first part, and The First National Bank, Bankers, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its heirs 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: South 25 ft. of East 181.2 ft. less East 50 ft. for street of lot 3, and North 25 ft. of East 181.2 ft. of lot 6 less east 50 ft. for street, in Block 4, South Lawrence.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties

do hereby covenant and agree that at the delivery hereof to the said parties of the second part, the lawful owner 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 against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Five Thousand DOLLARS,

according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part

said note being given for the sum of Five Thousand DOLLARS,

dated Oct 10, 1947, due and payable in five year from date hereof,

with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as

is hereinafter specified. And the said parties of the first part hereby agree 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 Five Thousand 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 under 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 party 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, appraisal 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 surplus, if any there be, shall be paid by the party of the

first parties making such sale, on demand; to the said parties 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, conveys and assigns 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/s 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's thereby secured; this assignment to terminate and become void upon the payment and release of this said mort-

gage. Should operation under any oil, gas, mineral or other lease seriously depreciate the value of said land for general farm-

ing 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 hand and seal the day and year first above written.

Signed and delivered in the presence of

Joe R. Beeler Jr. (Seal)
Mary F. Beeler (Seal)

STATE OF KANSAS, Jewell COUNTY, ss.

BE IT REMEMBERED, That on this 10th day of Oct. A. D. 1947, before me,

the undersigned, a Notary Public in and for the County and State aforesaid, came

Joe R. Beeler Jr. and Mary F. Beeler, to me personally known to be the same

person, who executed the within instrument of writing, and such person's duly acknow-

ledged 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.

S. B. Balch Notary Public

My Commission Expires April 20, 1951

Recorded October 20, 1947 at 11:15

SATISFACTION

Warrant A. Beck Register of Deeds.

Barbara Beeler