

34937

BOOK 94

REAL ESTATE MORTGAGE (TO CORPORATION)

C-384-2 T.W.

Hall Litho. Co. Topeka

THIS INDENTURE, Made this 23rd day of March in the year of our Lord one thousand nine hundred forty-eight between AMANDA A. BAKER and LEO BAKER, wife and husband, each in her and his own right,

in the County of Douglas and State of Kansas, of the first part, and THE OHIO NATIONAL LIFE INSURANCE COMPANY, of Cincinnati, Ohio of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of SEVEN THOUSAND AND NO/100ths 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 part 2nd 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 North Ninety-five (.95) acres of the Northeast Quarter (NE 1/4) of Section Two (2), (less a tract 9.25 chains East and West by 2.25 chains wide North and South out of the South-east corner of said tract, containing 38 acres, more or less,) containing 91.8 acres, more or less, all in Township Thirteen (13) South of Range Nineteen (19) East of the Sixth Principal Meridian.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. 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/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 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. And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner/s 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 SEVEN THOUSAND AND NO/100ths (\$7,000.00) DOLLARS, according to the terms of one certain promissory note this day executed by the said part 1st of the first part to the said part 2nd of the second part, said note being given for the sum of SEVEN THOUSAND AND NO/100ths (\$7,000.00) DOLLARS, dated March 23, 1948 due and payable semi-annually, with interest thereon from the date thereof until paid, according to the terms of said note.

And this conveyance shall be void if such payment/s be made as in said note, and as it herein specified. And the said part 1st 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 SEVEN THOUSAND AND NO/100ths (\$7,000.00) DOLLARS, in some insurance company satisfactory to said mortgagee, in which event the said mortgagee may waive said taxes and interest, and insure the same at the expense of the part 1st 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 set, at the option of the party of the second part; and it shall be lawful for the party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and the proceeds thereof to pay the principal of said note, and interest thereon, or the taxes assessed on said premises, 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, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said part 1st of the first part, their heirs or assigns.

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

Signed and delivered in presence of

Amanda A. Baker (Seal.)
Leo Baker (Seal.)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 30th day of March, A.D. 1948, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Amanda A. Baker and Leo Baker, wife and husband, and each in his and her own right,

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.

(SEAL.)

Minna M. Wilson
Notary Public

(My commission expires Aug 29, 1949.)