102

Reg. No. 7076
Fee Paid $30.00

Book 96

This Mortgage, Made this 5 day of August A. D. Nineteen Hundred and Forty-nine,

by and between LeRoy L. Kauffman and Margery Kauffman, his wife

in the County of Douglas and State of Kansas, Mortgagors, and C. R. SCOTT MORTGAGE COMPANY, INC., of Topeka, Kansas, Mortgagee:

WITNESSETH, That the Mortgagors for and in consideration of the sum of

TWELVE THOUSAND & NO/100 - DOLLARS,

to them in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, do hereby MORTGAGE and WARRANT to the said Mortgagee and to its successors and assigns forever, all of the following described real estate, lying and situate in the County of Douglas *and State of* Kansas *to-wit:*

The NE¼ of Section 22 and the N½ of the SE¼ of Section 22, Township 13, Range 19, and the SE¼ of Section 15, Township 13, Range 19, except the following: Beginning at the Northeast corner of said SE¼ of Section 15; thence West 30 rods; thence South to the center of Wakarusa River; thence down the center of said river to the east line of said quarter section; thence North on said East line to the place of beginning, 16 acres more or less; also, less the following tract: Beginning at the Northwest corner of the SE¼ of Section 15, thence South 3.11 chains to center of Wakarusa Creek; thence along center of Wakarusa Creek to a point 32.80 chains East and 7.06 chains South of the Northwest corner of said SE¼ of Section 15; thence North 7.06 chains; West 32.80 chains to the beginning, 21.63 acres more or less, all in Township 13, Range 19, East of the 6th P. M.,

together with all rents and other revenues thereof, the rights, easements, hereditaments and appurtenances thereto belonging and all personal property, including all heating, plumbing and lighting fixtures and equipment, now or hereafter attached to or reasonably necessary to the use of the real property herein described, and all of the property hereinbefore mentioned is hereinafter designated as "said property."

TO HAVE AND TO HOLD said property to Mortgagee forever;

FOR THE PURPOSE OF SECURING:

I. Payment of the indebtedness evidenced by one promissory note (and any extension or renewal thereof), of even date herewith, for the principal sum of TWELVE THOUSAND & NO/100 - - - - - - - - *Dollars ($* 12,000.00*)*

with interest at the rate of four *per cent per annum, principal and interest payable in installments as therein provided, executed by* LeRoy L. Kauffman, et ux *in favor of Mortgagee;*

II. Payment by Mortgagor to Mortgagee as herein provided of all sums expended or advanced by Mortgagee pursuant to any term or provision of this mortgage; and

III. This mortgage shall also secure the payment of any additional sum or sums of money which may be advanced or loaned by the party of the second part, or its assigns, to the parties of the first part herein or either of them, their heirs, devisees, grantees or successors, at the date hereof or at any time hereafter, however evidenced, whether by note, check, receipt or book account and whether payment be made directly to said parties of the first part, for their own use, or for their benefit in paying for taxes, insurance, maintenance, repairs, rehabilitation, modernization, rebuilding or enlargement of the improvements on the premises herein described, and shall remain in full force and effect until all loans and advancements made by virtue hereof have been paid in full with interest.

For Assignment see Book 96 page 248