

THIS MORTGAGE, made this 7th day of January 1983, between Harlen O. Elliott and Theresa M. Elliott, husband and wife of the County of Leavenworth and State of Kansas, hereinafter referred to as mortgagors, and

First National Bank & Trust Company of Leavenworth, Kansas
DONNIE S. TENKERSLEY R.M.C.

hereinafter referred to as mortgagee.

WITNESSETH, That mortgagors, in consideration of the sum of Forty Thousand & no/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, hereby mortgage and warrant to mortgagee, its successors and assigns, all of the following described property in the County of Greenville, Cleveland Township and State of Kansas South Carolina

~~XXXX~~ having the following metes and bounds: BEGINNING at an iron pin on the Northeast bank of Gap Creek and running thence up the mountain S. 36-45 E. 618 feet across large slick rock on the face of the mountain to an iron pin and stone; thence N. 62 E. 98 feet to an iron pin at oak; thence N. 50-30 E. 120 feet to an iron pin; thence around the top ridge of mountain S. 83-30 E. 363 feet to an iron pin at oak; thence S. 53 E. 106 feet to an iron pin at oak; thence S. 54 E. 343 feet to an iron pin at pine; thence S. 28 E. 120.3 feet to an iron pin at pine; thence S. 11-30 E. 219 feet to an iron pin; thence S. 9-30 W. 212 feet to iron pin at Osborne line (now Spivey); thence S. 77-15 W. 205.5 feet to an iron pin at hickory in hollow; thence S. 6-30 W. 1073 feet to iron pin at stone; thence S. 3-30 W. 232 feet to an iron pin (Legal description continued on reverse)

together with the appurtenances and all of the estate, title and interest of mortgagors therein. To have and to hold the above described property unto mortgagee forever.

This mortgage is given to secure payment of the sum of Forty Thousand & no/100 DOLLARS according to the terms of a certain promissory note this day executed by mortgagors to mortgagee for that amount which is due and payable on with interest at floating per annum from the date thereof until paid, all according to the terms of said note.

As additional and collateral security for the payment of said debt with interest, and the taxes and assessments on said land, mortgagors hereby transfer, assign, set over and convey to 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 hereafter to come into existence covering said property, or any portion thereof, with authority to collect the same; and mortgagors hereby agree to execute, acknowledge and deliver to mortgagee such deeds or other instruments as 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 mortgagee only in the event of delinquency or default in compliance with the terms of this mortgage and the debt hereby secured. Said assignment shall terminate and become void upon the payment and release of this mortgage. Should operation under any oil, gas, mineral or other lease seriously depreciate the value of said property, then all notes secured by this mortgage shall thereupon become due and payable, at the option of the mortgagee.

Mortgagors hereby covenant and agree that at the delivery hereof they are the lawful owners of the above described property, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except

and that they will warrant and defend the same against any and all claims whatsoever.

This mortgage shall be void if all payments are made as in said note, and as herein specified. Time is expressly made of the essence hereof.

Mortgagors hereby agree to pay all taxes and assessments assessed on said property before any penalties or costs accrue thereon, and also agree to keep said property insured in favor of mortgagee in the sum of insurance not required DOLLARS

in an insurance company satisfactory to mortgagee, in default whereof mortgagee may pay the taxes and assessments and accruing penalties, interest and costs, and may insure the same at the expense of mortgagors, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the date of payment thereof become an additional lien under this mortgage upon the above-described property, and shall bear interest at the rate of floating per annum until paid to mortgagee.

Mortgagors agree not to commit or permit waste on said property, and shall keep said property in good condition and repair. Mortgagors hereby assign to mortgagee all rents and profits after default and consent to the appointment of a receiver to enforce such assignment of rents.

If default is made in such payment, or any part thereof, or interest thereon, or in the taxes and assessments assessed on said premises, or if the insurance is not kept up thereon, or if any other terms of said note—or this mortgage are breached by the mortgagors, then the whole principal of said debt, with interest, and all taxes and accruing penalties and interest and costs remaining unpaid or which may have been paid by mortgagee, and all sums paid by mortgagee for insurance, shall become immediately due and payable, at the option of mortgagee; and it shall be lawful for mortgagee at any time thereafter to take possession of said property and foreclose and sell the same, or any part thereof, in the manner prescribed by law.

If all or any part of the mortgaged property is sold, transferred or conveyed without Mortgagee's prior written consent, mortgagee may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable and foreclose this mortgage. The acceptance of one or more payments on the indebtedness secured by this mortgage made by anyone other than the Mortgagor shall not constitute consent to or approval of a sale, transfer, or conveyance. Any consent or waiver of this due on sale agreement must be in writing signed by Mortgagee. In the event the Mortgagee consents to such sale, transfer or conveyance in writing, Mortgagee may charge and collect a mortgage transfer fee of \$75.00, and a fee not to exceed 1% of the then un-paid principal as consideration for waiver of its right to accelerate the entire remaining loan.

IN TESTIMONY WHEREOF, mortgagors have hereunto subscribed their names, on the day and year first above written.

DOC1

Harlen O. Elliott
Witness
Theresa M. Elliott
Witness

Harlen O. Elliott (Seal)
Theresa M. Elliott (Seal)
Theresa M. Elliott
Mortgagors

4.000

0722

4328 RW 21