

UNRECORDED
MAR 5 9 20 AM '81

MORTGAGE

BOOK 1531 PAGE 359

SONNIE S. TANKERSLEY
R.M.C.

BOOK 77 PAGE 238

WHEREAS I (we) Joseph J. [unclear] (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing date [unclear], stand fully held and bound into

Nationwide Aluminium Co. (hereinafter also styled the mortgagee) in the sum of

7061.88, payable in 84 equal installments of \$ 84.07 each, commencing on the

12th day of March 1981 and falling due on the same of each subsequent month, as is and by the said Note and conditions thereof, reference thereto had will more fully appear.

NOW KNOW ALL MEN, that the mortgagee in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note, which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagee to have well and truly paid by the said mortgagee, at and before the signing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said mortgagee, its (his) heirs, successors and assigns forever, the following described real estate:

themselves under this mortgage for the sums so paid, with interest thereon, from the date of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the said Note, when the same shall become payable, or in any other of the provisions of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, as the option of the said mortgagee, its (his) heirs, successors or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable counsel fee (not less than ten per cent of the amount involved) and thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagee, his (his) heirs, successors or assigns shall pay, or cause to be paid unto the said mortgagee, his (his) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee, his (his) heirs, successors or assigns, according to the conditions and agreements of the said note, and of this mortgage, and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, then this Deed of Mortgage and Sale shall cease, terminate and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagee may hold and enjoy the said premises until default in payment shall be made.

WITNESS my (our) Hand and Seal, this 4th day of March 1981 at Wichita, Kansas.

Signature, sealed and delivered in the presence of Joseph J. [unclear]

WITNESSES: John T. Ketchum Joseph C. Sarratt
John T. Ketchum (U.S.)
Christine E. [unclear]

Paul S. Sarratt this 21st day of May, 1982
Bankers Acceptance Co. 26365 (L-2001)

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