

## MORTGAGE

53702 Book 110

Loan No. 2872

THIS INDENTURE, made this 2nd day of July, 1955, by and between

James L. Durham and Lessie M. Durham, his wife,

of Douglas County, Kansas, as mortgagor, and  
 The Ottawa Building and Loan Association, a corporation organized and existing  
 under the laws of Kansas with its principal office and place of business at Ottawa,  
 Kansas, as mortgagee;

WITNESSETH: That said mortgagor, for and in consideration of the sum of  
 Fifty-two hundred fifty and No/100 Dollars (\$ 5250.00 ),

the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said mortgagee, its successors  
 and assigns, forever, all the following described real estate, situated in the county of Douglas  
 and State of Kansas, to-wit:

All of Lot 38 and the East 35 feet of Lot 10 on High Street, in Baldwin  
 City, Douglas County, Kansas.

Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm  
 windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located  
 on said property or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances  
 thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same. Said mortgagor, hereby cove-  
 nant with said mortgagee that they are, at the delivery hereof, the lawful owner of the premises above conveyed  
 and described, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances,  
 and that they will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is executed and delivered to secure the payment of the sum of  
 Fifty-two hundred fifty and No/100 Dollars (\$ 5250.00 ),  
 with interest thereon, together with such charges and advances as may be due and payable to said mortgagee under the terms  
 and conditions of the promissory note of even date herewith and secured hereby, executed by said mortgagor to said mortgagee,  
 payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The  
 terms of said note are hereby incorporated herein by this reference.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said  
 mortgagor by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagors, or  
 any of them, may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall  
 remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until  
 all amounts secured hereunder, including future advances, are paid in full with interest.

The mortgagor hereby assigns to said mortgagee all rents and income arising at any and all times from said property  
 and hereby authorizes said mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents  
 and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs  
 in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The  
 taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by foreclosure  
 or otherwise.

The failure of the mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its  
 right to assert the same at any later time, and to insist upon and enforce strict compliance with all the terms and provisions of  
 said note and of this mortgage.

If said mortgagors shall cause to be paid to said mortgagee the entire amount due it hereunder, and under the terms and  
 provisions of said note hereby secured, including future advances, and any extensions or renewals thereof in accordance with  
 the terms and provisions thereof, and if said mortgagor shall comply with all the provisions of said note and of this mortgage,  
 then these presents shall be void; otherwise to remain in full force and effect, and said mortgagee shall be entitled to the pos-  
 session of all of said property, and may, at its option, declare the whole of said note and all indebtedness represented thereby to be  
 immediately due and payable, and may foreclose this mortgage or take any other legal action to protect its right, and from  
 the date of such default all items of indebtedness secured hereby shall draw interest at 10% per annum. Appraisal waived.

This mortgage shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and  
 assigns of the respective parties hereto.

IN WITNESS WHEREOF, said mortgagors have hereunto set their hands, the day and year first above  
 written.

James L. Durham  
 James L. Durham  
 Lessie M. Durham

21547 4M 10 54

STATE OF KANSAS,

COUNTY OF Franklin

BE IT REMEMBERED, that on this 2nd day of July, A. D. 1955, before me,

the undersigned, a Notary Public in and for the county and state aforesaid, came

James L. Durham and Lessie M. Durham, his wife,

who are personally known to me to be the same persons who executed the within mortgage, and such person duly  
 acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

NOTARY PUBLIC  
 (SEAL)

Dean Berlin Notary Public

My Comm. Expires: January 27th, 1956

Recorded July 7, 1955 at 1:01 P.M.

Walt T. T. Register of Deeds

Settlement & Release  
 The date said by this mortgage having been found in full the Register of Deeds has  
 hereby authorized to release the same and the same shall be released at Ottawa, Kansas,  
 the 16th day of December, 1955. The Ottawa Building and Loan Association  
 (Seal)

2nd  
 Dec  
 54  
 Wm. Nelson