

# REAL ESTATE MORTGAGE

(Direct Credit Plan)

58757  
Book 111

*Know All Men By These Presents, that*

Robert A. Cornwell and Margaret L. Cornwell, his wife,  
of Douglas County, Kansas, first parties, do hereby mortgage and warrant unto  
The Railroad-Building, Loan and Savings Association of Newton, Kansas, second party, the following described real estate  
lying and situate in the County of Douglas, in the state of Kansas, to wit:

Lot 30, in Spencer Heights,  
an addition to the City of Lawrence, which lies within the boundaries  
of the following described tract: Beginning at a point 16 and 62 1/100  
chains west of the Northeast corner of the South half of the Southwest  
quarter of Section 30; Twp. 12 South, of Range 19 East, for a point  
of beginning, thence South 52 4/10 rods, thence West 41 82/100 rods,  
thence North 52 4/100 rods, thence East 41 82/100 rods to place of  
beginning, in Douglas County, Kansas:

to secure the payment of the sum of Twenty Thousand - - - - - Dollars,  
loaned by second party to first parties according to the terms of one certain promissory note of this date, executed by first  
parties to second party, and to secure the payment of interest, taxes, insurance premium, future advances, late-payment or  
other charges on said loan, in accordance with said note and the by-laws of second party, which are incorporated herein by  
this reference.

NOW, if first parties shall pay all of said sums of money according to the terms of said note and by-laws and this  
mortgage, and shall perform all other terms and conditions thereof on their part to be performed, then this mortgage shall be  
void, otherwise to be and remain in full force and effect.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made  
to first parties by second party, and any and all indebtedness in addition to the amount above stated which first parties, or  
any of them, may owe to second party, 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.

It is further agreed that this mortgage shall include and cover all heating, plumbing, lighting and air-conditioning fix-  
tures and equipment now, or hereafter attached to or used in connection with the real estate herein described, and which shall  
be considered as a part of said real estate.

First parties hereby assign to second party all rents and income from the real estate herein described, and authorize  
second party, or its agent, to take possession of said premises at any time there is any default in the payment of the debt  
hereby secured or in the performance of any obligation herein contained, and rent the same for the account of first parties,  
and to deduct from said rents all costs of collection and administration, and to apply the remainder of the same on the debt  
hereby secured.

First parties herein are members of second party, a corporation organized and existing under the laws of the State of  
Kansas, and this mortgage is made and shall be construed in accordance with the by-laws of second party and the laws of  
the State of Kansas in every particular; provided, however, that in the event this loan is guaranteed under the Servicemen's  
Readjustment Act of 1944, if there is any conflict between the provisions of this mortgage and the rules and regulations of  
the Veterans Administration as of the date of the issuance of their certificate of guaranty, the latter shall govern.

WITNESS our hands this 31st day of January, 1946

Robert A. Cornwell  
Robert A. Cornwell

Margaret L. Cornwell  
Margaret L. Cornwell