Reg. No. 14,363

Fee Paid $68.00

MORTGAGE—Savings and Loan Form

66934 BOOK 119

MORTGAGE

LOAN NO.

This Indenture, Made this 5th day of Sept. A. D., 19 58

by and between Marcus E. Hahn and Sidney Lee Hahn, husband and wife,

of Douglas County, Kansas, Mortgagor, and ANCHOR SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Twenty-seven thousand two hundred and no/100 ($27,200.00) - DOLLARS, the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

Lot Six (6), in Block Three (3), in Park Hill Addition, an Addition to the City of Lawrence.

Also: The North 117½ feet of Lot Number Twelve (12) in Block Four (4) in Babcock's Addition to the City of Lawrence, as originally platted.

This is a purchase money mortgage.

TO HAVE and to hold the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, mechanical stokers, oil burners, cabinets, sinks, furnaces, heaters, ranges, mantels, light fixtures, refrigerators, elevators, screens, screen doors, storm windows, storm doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the building now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as a part of the plumbing therein, or for any purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the free hold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

AND ALSO the Mortgagor covenants with the Mortgagee that at the delivery hereof he is the lawful owner of the premises above conveyed and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances and that he 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 Twenty-Seven Thousand Two Hundred & No/100 ($27,200.00) DOLLARS, with interest thereon and such charges and advances as may become due to the mortgagee under the terms and conditions of the promissory note of even date herewith secured hereby, executed by mortgagor to the mortgagee, the terms of which are incorporated herein by this reference, payable as expressed in said note, and to secure the performance of all of the terms and conditions contained in said note.

[illegible] of the parties hereto that this mortgage shall also secure any future advances [illegible] or any of them, by the mortgagee, and any and all indebtedness in addition to the amount [illegible] said mortgagors, or any of them may owe to the mortgagee, however evidenced, whether [illegible] otherwise. This mortgage shall remain in full force and effect between the parties hereto [illegible] successors and assigns, until all amounts secured hereunder, including future [illegible] and upon the maturing of the present indebtedness for any cause, the total debt [illegible] shall at the same time and for the same specified causes be considered matured and draw [illegible] out of the proceeds of sale through foreclosure or otherwise.

[illegible] and maintain the buildings now on said premises or which may be hereafter erected thereon [illegible] and not suffer waste or permit a nuisance thereon.

[illegible] to pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee, [illegible] because of the failure of mortgagor to perform or comply with the provisions in said note [illegible] contained, and the same are hereby secured by this mortgage.

[illegible] hereby assigns to mortgagee the rents and income arising at any and all times from the property mortgaged to secure this note, and hereby authorize mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenantable condition, or other charges or payments provided for in this mortgage or in the note hereby secured. This assignment of rents shall continue in force until the unpaid balance of said note is fully paid. It is also agreed that the taking of possession hereunder shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosures or otherwise.

If said mortgagor shall cause to be paid to 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 comply with all the provisions in said note and in this mortgage contained, then these presents shall be void; otherwise to remain in full force and effect, and mortgagee shall be entitled to the immediate possession of all of said premises and may, at its option, declare the whole of said note due and payable and have foreclosure of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of 10% per annum. Appraisement and all benefits of homestead and exemption laws are hereby waived.

WHENEVER USED, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

In Witness Whereof, said mortgagor has hereunto set his hand the day and year first above written.

Marcus E. Hahn

Marcus E. Hahn

Sidney Lee Hahn

Sidney Lee/Hahn

[illegible] assignment [illegible] Book 120 - 458

4. MORTGAGE 500-3-58