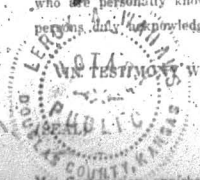


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STATE OF KANSAS,
County of: Douglas

ss.
Be it remembered, that on this 18th
day of November A. D. 1958, before me, the undersigned, a Notary Public in and for the
County and State aforesaid, came Percy Waltho and Onas A. Waltho, husband and wife,
who are personally known to me to be the same persons who executed the within instrument of writing, and such
persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

 LeRoy A. Walthaus Notary Public
My Commission expires May 1 19 62

Recorded November 18, 1958 at 1:25 P.M.

Harold A. Beck Register of Deeds

Reg. No. 14,596 Fee Paid \$65.00

6778

MORTGAGE—Savings and Loan Form—(Direct Reduction Plan) 255-2

BOOK 120
Hall Litho. Co., Topeka

MORTGAGE

Loan No. 10052

THIS INDENTURE, made this 5th day of November, 19 58, by and between
EMIL LISTON FOUNDATION a non profit Kansas Corporation
of Douglas County, Kansas, as mortgagor, and SOUTH SIDE FEDERAL SAVINGS AND
LOAN ASSOCIATION OF KANSAS CITY, a corporation organized and existing
under the laws of KANSAS with its principal office and place of business at Kansas City, Missouri
Kansas, as mortgagee,
WITNESSETH: That said mortgagor, for and in consideration of the sum of TWENTY SIX THOUSAND AND
NO/100 Dollars (\$ 26,000.00),
the receipt of which is hereby acknowledged, does 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:

The South 1/2 of Lot 6, and all of Lots 7, 8, 9, 10,
and 11 on Sixth 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 he it is, at the delivery hereof, the lawful owner of the premises above conveyed
and described, and is seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances,
and that he it 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 SIX
THOUSAND AND NO/100 Dollars (\$ 26,000.00),
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 mort-
gagee, 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 mortgagor, or
any of them, may owe to 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
or improvements necessary to keep said property in tenable condition, or to other charges or payments provided for herein or
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.