

MORTGAGE,

73221 BOOK 124

Loan No. R h69 Insured

THIS INDENTURE, Made this 21st day of April, 1960 by and between
MARK Q. MOORE AND LOIS ANN MOORE, his wife
of Shawnee County, Kansas, Mortgagor, and THE TOPEKA SAVINGS 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 Five Thousand and NO/100 -- Dollars (\$25,000.00),
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 Shawnee, State of Kansas, to-wit:

Lot One (1), in Block Four (4), in Holiday Hills, an
Addition to the City of Lawrence, in Douglas County,
Kansas.

THE MONEY LOANED AND SECURED BY THIS MORTGAGE WAS USED AS PART PAYMENT FOR THE
PURCHASE OF THE ABOVE DESCRIBED REAL ESTATE.

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, mantels, light fixtures, elevators, screens, screen doors, storm windows, storm doors, awn-
ings, 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 on improvement of the said real estate,
whether such apparatus, machinery, fixtures, or chattels have or would become part of the 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 Mort-
gagee, forever

AND ALSO the Mortgagor covenants with the Mortgagee that at the delivery hereof he is the rightful 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 Five Thousand and NO/100 -- 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.

IT IS the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said
mortgagor, or any of them, by the mortgagee, and any and all indebtedness in addition to the amount above stated which said mort-
gagor, or any of them, may owe to the 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 the mortgagee all
rents and income arising at any and all times from said property, and hereby authorizes the mortgagee or its agent, at its option, upon de-
fault, to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, prin-
cipal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or to other
charges or payments provided herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid bal-
ance of said note is fully paid. The taking of possession hereunder shall in no manner prevent or retard the 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 rights to
assert the same at any later time, and to insist and enforce strict compliance with all the terms and provisions of the note and of
this mortgage.

NOW, If said mortgagor shall cause to be paid to the mortgagee the amounts due it under said note in accordance with the terms
thereof, and comply with all the provisions in said note contained, then these presents shall be void; otherwise to remain in full force
and effect and may be foreclosed as in said note provided. Appraisal and all the 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.

IN WITNESS WHEREOF, The mortgagor has hereunto set his hand this day and year first above written.

COUNTY OF ~~SHAWNEE~~ Douglas }
STATE OF Kansas }

BE IT REMEMBERED, That on this 21st day of April, 1960, before me, the undersigned,
a Notary Public in and for the County and State aforesaid, came MARK Q. MOORE AND LOIS ANN MOORE, his wife
who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknow-
ledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal, the day and year last above written.



Virginia Norris
Notary Public

Recorded April 22, 1960 at 9:05 A.M.

Harold A. Beck Register of Deeds
By James Beem, Deputy