

Reg. No. 15,870  
Fee Paid \$50.00

MORTGAGE—Series and Loan Form

73231 BOOK 124

# MORTGAGE

LOAN NO.

This Indenture, Made this 22nd day of April A.D. 1960  
by and between Rex D. Parsons and Marcia A. Parsons, husband and wife;  
of Douglas County, Kansas, Mortgagee, and ANCHOR SAVINGS AND LOAN ASSOCIATION,  
a corporation organized and existing under the laws of Kansas, Mortgagor;  
WITNESSETH, That the Mortgagor, for and in consideration of the sum of Twenty-Thousand and No/100  
(\$20,000.00) ----- DOLLARS,  
the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its suc-  
cessors and assigns, forever, all the following described real estate, situated in the County of Douglas, State of  
Kansas, to-wit:

Lot Four (4), in Block Two (2), in Belle Haven South, an Addition to the  
City of Lawrence.

ALSO: Lot Five (5), in Block Two (2), in Belle Haven South, an Addition  
to the City of Lawrence.

(This is a purchase money mortgage.)

TO HAVE and to hold the premises described, together with all and singular the tenements, hereditaments and ap-  
purtenances thereunto belonging, and the rents, issues, and profits thereof; and also all apparatus, machinery, fix-  
tures, chattels, furnaces, mechanical stokers, oil burners, cabinets, sinks, furnaces, heaters, ranges, mantels, light fix-  
tures, refrigerators, elevators, screens, storm doors, storm windows, 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 en-  
cumbrances and that he will warrant and defend the title thereto forever against the claims and demands of all per-  
sons whomsoever.

PROVIDED ALWAYS and this instrument is executed and delivered to secure the payment of the sum of Twenty  
Thousand and No/100 (\$20,000.00) ----- 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 here-  
with, secured hereby, executed by mortgagor to the mortgagee, the terms of which are incorporated herein by this ref-  
erence, 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 the said mortgagor, 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,  
such additional loans shall at the same time and for the same specified causes be considered matured and draw ten  
per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

Mortgagor agrees to keep and maintain the buildings now on said premises or which may be hereafter erected  
thereon in good condition at all times, and not suffer waste or permit a nuisance thereon.

Mortgagor also agrees to pay all costs, charges and expenses reasonably incurred or paid at any time by mort-  
gagee, including abstract expenses, because of the failure of mortgagor to perform or comply with the provisions in  
said note and in this mortgage contained, and the same are hereby secured by this mortgage.

Mortgagor hereby assigns to mortgagee the rents and income arising at any and all times from the property, mort-  
gaged to secure this note, and hereby authorizes 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, as-  
sessments, repairs or improvements necessary to keep said property in tenable condition, or other charges or pay-  
ments 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 accord-  
ance with the terms and provisions thereof, and comply with all the provisions in said note and in this mortgage con-  
tained, 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 pay-  
able 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. Appraisalment 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.

Rex D. Parsons

Marcia A. Parsons

Marcia A. Parsons

Thomas D. Peterson

Janice D. Peterson

Janice D. Peterson

For Partial Release See Book 125 Page 146