

Reg. No. 16,227
Fee Paid \$78.75

74693 BOOK 126

MORTGAGE

Loan No. H-1887

THIS INDENTURE, Made this 23rd day of September, 1960 by and between

PARSONS-PETERSON ASSOCIATES, INC.

of Shawnee County, Kansas, Mortgagee, and THE TOPEKA SAVINGS ASSOCIATION, a corporation organized and existing under the laws of Kansas, Mortgagor;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Thirty-one Thousand Five Hundred and No/100 Dollars (\$31,500.00), 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:

Douglas

Beginning at a point 273.5 feet South and 299 feet West of the Southwest corner of Lot Seven (7), in Block Four (4), of Babcock's Addition to the City of Lawrence, thence South 84 feet, thence East 174 feet, thence North 84 feet, thence West 174 feet to the place of beginning, less 8 feet on the East for alley purposes, all in the City of Lawrence, Douglas County, Kansas.

TO HAVE and to hold the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto 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, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter 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 Mortgagee, 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 Thirty-one Thousand Five Hundred 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 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, 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 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 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 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. Mortgagor wholly waives the period of redemption.

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, This said party of the first part has hereunto caused this mortgage to be signed on behalf of its President, thereunto duly authorized so to do by its Board of Directors, and to be attested by its Treasurer and has caused its common seal to be hereunto affixed, the day and year last above written.

PARSONS-PETERSON ASSOCIATES, INC.

Thomas D. Peterson, President.

Rex D. Parsons, Treasurer.

RECORDED IN THE OFFICE OF THE COUNTY CLERK OF SHAWNEE COUNTY, KANSAS, THIS 23RD DAY OF SEPTEMBER, 1960, AT 10:00 A.M.

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