

Reg. No. 17,058
Fee Paid \$11.00

TOPEKA 78157 BOOK 129 136-21
ACCT. 136 Mortgage Deed - Kansas - Jim Walter Corporation

THIS INDENTURE, Made this 27th day of AUGUST, A.D. 1961
between ROBERT D. BURGESS AND EVELYN BURGESS
of DOUGLAS County, Kansas, hereinafter called Mortgagor, and JIM WALTER CORPORATION,
a Florida corporation, Tampa, Florida, hereinafter called Mortgagee.

WITNESSETH: That Mortgagor, in consideration of the mutual covenants and conditions contained and of other valuable consideration delivered by the Mortgagee to the Mortgagor, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, convey and confirm unto Mortgagee the property, situate in DOUGLAS County, Kansas, described as:

LOT NO. FORTY SEVEN (47), ON NEW YORK STREET, IN THE CITY OF LAWRENCE,
IN DOUGLAS COUNTY, KANSAS

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TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

TO HAVE AND TO HOLD the above described property unto the Mortgagee, its successors and assigns.

The Mortgagor hereby covenants with the Mortgagee that the Mortgagor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and mortgage the same to the Mortgagee; that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments; that said Mortgagor, his heirs, legal representatives and successors, shall warrant and defend the title to said property unto the Mortgagee against the lawful claims and demands of all persons whomsoever, and will make such further assurances to perfect the fee simple title to said property in the Mortgagee as may be reasonably required.

PROVIDED ALWAYS, and these presents are upon these express conditions, that if Mortgagor shall promptly pay to Mortgagee one certain promissory note, even date herewith, made by Mortgagor to Mortgagee in the principal amount of \$ 5611.20 payable in monthly installments of \$ 66.80 each, the last installment being due and payable on SEPTEMBER 15th, 1962, and until full payment thereof, or any extensions or renewals thereof, in whole or in part, and payment of all other indebtedness or liability that may become due or owing hereunder and secured hereby, shall faithfully and promptly comply with and perform each and every other covenant provision herein on the part of Mortgagor to be complied with and performed, then these presents shall be void.

The Mortgagor further covenants and agrees with the Mortgagee as follows:

To pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability hereby secured, however created or evidenced; to pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this mortgage and note and the monies secured hereby promptly when due and before delinquency thereof; to pay all costs and expenses incurred or paid by the Mortgagee in collecting the indebtedness hereby secured, or in enforcing or protecting the rights and security of the Mortgagee hereunder, including reasonable attorney's fee if, placed in the hands of an attorney, whether collected by foreclosure or otherwise; to keep all buildings and structures now or hereafter erected upon the mortgaged premises, constantly insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Mortgagee, and in a company or companies acceptable to said Mortgagee. All said policies and renewals thereof shall contain standard mortgagee clauses with or without full contribution as the Mortgagee shall require, and in such form as shall be satisfactory to the Mortgagee by which any loss or damage under said policies shall be payable to the Mortgagee as its interest may appear.

It is further covenanted that the Mortgagee may advance monies that should have been paid by Mortgagor hereunder in order to protect said property or the lien or security hereof, and Mortgagor agrees without demand to forthwith repay such monies, which amount shall bear interest from the date so advanced until paid at the rate of six (6%) per cent per annum and shall be considered as so much additional indebtedness secured hereby; but no payment by the Mortgagee of any such monies shall be deemed a waiver of the Mortgagee's right to declare the principal sum due hereunder by reason of the default or violation of Mortgagor in any of his covenants hereunder.

The Mortgagor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations and rules affecting said property or its operation.

It is further covenanted and made the essence hereof that in case of defaults for thirty days in the payment of any sums of money to be paid hereunder by the Mortgagor or in the performance of any of the covenants herein on the part of the Mortgagor to be performed, then it shall be optional with the Mortgagee to consider all unmatured indebtedness or liability secured hereby, including any additional sums hereunder advanced and secured hereby and any interest due thereon, as immediately due and payable, without demand and without notice or declaration of said option, and the Mortgagee shall have the right forthwith to institute proceedings to enforce the collection of all monies secured hereby including the right to foreclose the lien hereof.

RETURN TO:
JIM WALTER CORP.
P. O. BOX 5123
TAMPA, FLA.

For Assignment Deed Book 129 Page 197
For Release of Mortgage Deed Book 130 page - 289