

80853 BOOK 131

MORTGAGE.

Loan No. H-1958

THIS INDENTURE, Made this 22nd day of June, 1962 by and between

Gleason C. Gregory and H. Maxine Gregory, his wife
 of Douglas 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 Sixty Thousand and No/100 Dollars (\$60,000.00),
 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 Douglas, State of Kansas, to-wit:

Commencing on the West line of Tennessee Street, in the City of Lawrence,
 extended 283 feet North of the South line of Southwest Quarter of Section
 Thirty-one (31), Township Twelve (12), Range Twenty (20), at the
 Northeast corner of land deeded to Ripley W. Sparr, May 25th, 1887,
 thence west along the North line of said Sparr Tract 100 feet, thence
 North 100 feet more or less to the South line of Adams Street, thence
 East on the South line of Adams Street 100 feet to the West line of
 Tennessee Street, thence South 100 feet more or less to the place of
 beginning, in the City of Lawrence, in Douglas County, Kansas.

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 or 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 Sixth 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 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, 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 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. 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, The mortgagor has hereunto set his hand this day and year first above written.

COUNTY OF Douglas
 STATE OF Kansas

Gleason C. Gregory
 Gleason C. Gregory.
H. Maxine Gregory
 H. Maxine Gregory.

BE IT REMEMBERED, That on this 22nd day of June, 1962, before me, the undersigned, a Notary Public
 in and for the County and State aforesaid, came Gleason C. Gregory and H. Maxine Gregory, his wife
 who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowl-
 edged the execution of the same.

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

(SEAL) PUBLIC
 My commission expires: November 18, 1962.

Harry T. Craig
 Notary Public Harry T. Craig

Recorded June 22, 1962 at 1:20 P.M.
 RELEASE:

The debt secured by this Mortgage has been paid in full, and this Mortgage is hereby cancelled
 and released this 23rd day of December, A.D. 1968.

(Corp. Seal)

THE TOPEKA SAVINGS ASSOCIATION,
 By Edwin J. Lange Treasurer

This release
 was written
 on the original
 mortgage
 and
 this 24th day
 of December
 1968

James Beam
 Not. of Deeds

Harold A. Buck Register of Deeds