Loan No. H-1946

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MORTGAGE,

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THIS INDENTURE, Made this - 15th day of -February, 1962 by and between

Wes Santee and Danna Lou Sontee, 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 Morrgagor, for and in consideration of the sum of _____ Dellars (\$217,000.00 Two Hundred Seventeen Thousand and No/100 - _____ The sum of ______ Dellars (\$217,000.00 he receipt of which is hereby acknowledged, does by these presents morrgage and warrant unto the Morrgagee, its successors and assigna, he receipt of which is hereby acknowledged, does by these presents morrgage and warrant unto the Morrgagee, its successors and assigna, or ever, all the following described real estate, situated in the County of Second State of Kansas, to-wit: Douglas,

All of Lots 3 and 4 and the South 25 feet of Lot 9, all in Block 9, in Oread Addition to the City of Lawrence, in Douglas County, Kansas.

All of Lots 3 and 4 and the South 25 feet of Lot 9, and the North 1/2 of Lot 10, all in Block 9, in Oread Addition to the City of Lawrence in Douglas County, Kansas.

(This mortgage is re-recorded to correct the legal description to include the North 1/2 of Lot 10.)

TO HAVE and to hold the premises described, more with all and singular the tenements, hereditamous and apparatus, machinery, chartels and provide the rents, or have and of the rents, issues, and profits thereoft and also all apparatus, machinery, fixtures, chartels, furnaces, mechanical sight fixtures, devators, screen doors, 'sroom windows, storm doors, astorm indows, atom doors, astorm indows, atom with the said real estate, or to any pipes or fixtures therein for the pulmose of the said real estate, or chart, and estate, and all structures, gas and oil tanks and equipment exceed or placed in or upon the said real estate, or to any pipes or fixtures therein for the pulmose of the said real estate, or to any pipes or fixtures therein for the pulmose of the said real estate, and all structures, shall be considered as annexed to and forming a part of the fixe hold and covered to gage, forever

AND ALSO the Mortgagor covenants with the Mortgagee that at the delivery hereof he is the rightful owner of the premises we conveyed and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances and that he will rant 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 ---- Dollars with interest thereon and such charges and advances as may become due to the mortgage under the terms and conditions of the promisory note of even date herewith, secured hereby, executed by mortgager 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.

and 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, may ove to the mortgagee, and any and all indebtedness in addition to the amount above stated which said more-termain in full force and effect between the parties hereto and their heirs, personal representatives, successer and assigns, until all remsin in full force and effect between the parties hereto and their heirs, personal representatives, successer and assigns, until all remsin in full force and effect between the parties hereto and their heirs, personal representatives, successer and assigns, until all rems and income arising at any and all times from said property, and hereby authorizes the mortgagee or its agent, at its option, upon de-tipali, to take charge of said property and collest all ternts and income thereform and apply the same to the payment of interest, prin-ange 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 forcelosure 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 esert 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 hereof, and comply with all the provisions in said note contained, then these presents shall be void; otherwise to remain in full force raived. Appraisement and all the benefits of homestead and exemption laws are hereby raived. 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 gr

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

COUNTY OF Douglas STATE OF Kansas

Des Santos Wes Sa Santee. Janna Lau Santee

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Mar Barnes

BE IT REMEMBERED, That on this Scholar of February, 1962, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Wes Santee and Danna Lou Santee, 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 specuation of the same.

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

Fr: Aisti n Your Notary Public

mission expires: Lecender 1, 1964

The debt secured by this Mortgage has been paid in full, and this Mortgage is hereby cancelled and released this 20th day of October, 1967, A.D. THE TOPEKA SAVINGS ASSOCIATION,

(SEAL)

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