

\$20,000.00

SATISFACTION.

Mar 4-1968

RECEIVED OF Hugh Thurber & Helen Thurber His Wife the within-named mortgagors,  
the sum of Twenty Thousand and 00 DOLLARS, in full satisfaction of the  
within Mortgage.

100

KAW VALLEY CITIZENS STATE BANK, TOPEKA, KS.  
By Paul Button Cashier

(Corp. Seal)

This release  
was written  
on the original  
mortgage entered  
this 7th day  
of March  
1968  
Hansel B. Anderson  
Notary Public  
for State of Kansas

Reg. No. 18,524  
Fee Paid \$50.00

83786

BOOK 133

REAL ESTATE MORTGAGE (TO CORPORATION)

C-384-2 T.W.

Hall Litho. Co., Topeka

THIS INDENTURE, made this 1st day of April, 1963, between  
H. H. Thurber and Helen Thurber, his wife  
of the County of Shawnee and State of Kansas, hereinafter referred to as mortgagors, and  
The Kaw Valley Citizens State Bank  
of Topeka, Kansas  
hereinafter referred to as mortgagee,

WITNESSETH, That said mortgagors, in consideration of the sum of  
Twenty Thousand & no/100 \*\*\* DOLLARS  
to them duly paid, the receipt of which is hereby acknowledged, hereby mortgage and warrant to said mortgagee, its successors  
and assigns, all of the following described property situated in the County of Douglas and State of Kansas,  
to-wit:

Lot Thirteen (13) and the North 25 feet of Lot Fourteen (14) in  
Block Sixteen (16) in Babcock's Enlarged Addition, an Addition  
to the City of Lawrence, Douglas County, Kansas

together with the appurtenances and all of the estate, title and interest of the mortgagors therein. To have and to hold the  
above described property unto the mortgagee forever.

This mortgage is given to secure payment of the sum of

\*\*Twenty Thousand & no/100 \*\*\* DOLLARS  
according to the terms of ONE certain promissory note this day executed by said mortgagors to the mortgagee for  
that amount which is due and payable on monthly payments with interest at six % per  
annum from the date thereof until paid, all according to the terms of said note.

As additional and collateral security for the payment of said debt with interest, and the taxes on said land, the mortgagors  
hereby transfer, assign, set over and convey to the mortgagee all rents, royalties, bonuses, delay moneys or other income  
that may from time to time become due and payable under any oil, gas, mineral or other lease/s of any kind now existing  
or hereafter to come into existence covering said property, or any portion thereof, with authority to collect the same; and the  
mortgagors hereby agree to execute, acknowledge and deliver to it of said rents, royalties, bonuses, delay rentals or other  
income, which rights are to be exercised by said mortgagee only in the event of delinquency or default in compliance with the  
terms of this mortgage and the debt hereby secured. Said assignment shall terminate and become void upon the payment and  
release of this mortgage. Should operation under any oil, gas, mineral or other lease seriously depreciate the value of said  
property, then all notes secured by this mortgage shall thereupon become due and payable, at the option of the mortgagee.

Said mortgagors hereby covenant and agree that at the delivery hereof they are the lawful owners of the above described  
property, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except

and that they will warrant and defend the same against any and all claims whatsoever.

This mortgage shall be void if all payments are made as in said note, and as herein specified. Time is expressly made  
of the essence hereof.

Said mortgagors hereby agree to pay all taxes assessed on said property before any penalties or costs accrue thereon,  
and also agree to keep said property insured in favor of said mortgagee in the sum of

\*\*Twenty Thousand fire & extended coverage \*\* DOLLARS  
in an insurance company satisfactory to said mortgagee; in default whereof the mortgagee may pay the taxes and accruing  
penalties, interest and costs, and may insure the same at the expense of the mortgagors, and the expense of such taxes and  
accruing penalties, interest and costs, and insurance, shall from the date of payment thereof become an additional lien under  
this mortgage upon the above-described property, and shall bear interest at the rate of 10% per annum until paid to the  
mortgagee.

Mortgagors agree not to commit or permit waste on said property.  
If default is made in such payment, or any part thereof, or interest thereon, or in the taxes assessed on said premises,  
or if the insurance is not kept up thereon, or if any other terms of said note or this mortgage are breached by the mortga-  
gors, then the whole principal of said debt, with interest, and all taxes and accruing penalties and interest and costs remain-  
ing unpaid or which may have been paid by the mortgagee, and all sums paid by the mortgagee for insurance, shall become  
immediately due and payable, at the option of the mortgagee; and it shall be lawful for the mortgagee at any time there-  
after to take possession of said property and foreclose and sell the same, or any part thereof, in the manner prescribed by  
law. Appraisal waived or not, at the option of the mortgagee. Out of all money arising from such foreclosure sale, the  
mortgagee may retain the amount due or to become due to it according to the conditions of this instrument, together with the  
costs and charges of making such sale, and the balance, if any, shall be paid by the party making such sale, on demand, to the  
mortgagors.

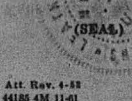
IN TESTIMONY WHEREOF, the said mortgagors have hereunto subscribed their names on the day and year first above  
written.

*Hugh Thurber* (Seal).  
H. H. Thurber  
*Helen Thurber* (Seal).  
Helen Thurber

State of Kansas, County of Shawnee, ss.

BE IT REMEMBERED, that on this 2nd day of April, 1963, before me,  
the undersigned, a Notary Public  
in and for the County and State aforesaid, came H. H. Thurber and Helen Thurber, his wife  
to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknow-  
ledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.



*Leatha B. Anderson* Notary Public  
Leatha B. Anderson

(My commission expires Sept. 21, 1966.)

Att. Rev. 4-52  
44185 438 11-61

Recorded April 4, 1963 at 1:10 P.M.

*Harold A. Beck* Register of Deeds  
*By: Janice Beem, Deputy*