

87413 BOOK 137

MORTGAGE,

Loan No. H-2028

THIS INDENTURE, Made this 24th day of March, 1964, by and between  
Douglas Gleason C. Gregory and H. Maxine Gregory, 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 Mortgagor, for and in consideration of the sum of -----  
Nine Thousand ----- and ----- no/100 ----- Dollars (\$9,000.00),  
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 ~~Shawnee~~ State of Kansas, to-wit:  
Douglas

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 the 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 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 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 -----  
Nine 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, prin-  
cipal, 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 Shawnee

STATE OF Kansas

BE IT REMEMBERED, That on this 24th day of March 1964, 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 acknow-  
ledged the execution of the same.

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

(Seal)

My commission expires: February 7, 1966

Notary Public

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