

BOOK 137

87731
MORTGAGE

LOAN No. 305436

This Indenture, Made this 21st day of April A.D. 19 64
between Arnold Glen Wiley and Ruth Loretta Wiley, his wife
in the State of Kansas, of the first part, and the Shawnee Federal Savings and Loan Association, a corporation, of To-
peka, Kansas, of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of
TWELVE THOUSAND FIVE HUNDRED * * * * * DOLLARS,
the receipt of which is hereby acknowledged, and any additional advances made by the mortgagee to the mortgagors ,
do by these presents grant, bargain, sell and convey, unto said party of the second part, its successors and as-
signs, all of the following described real estate, situated in the County of ~~Shawnee~~ and State of Kansas, to-wit:
Douglas

Lot No. 1 in Block 3 of the Replat and Subdivision
of Blocks 3 and 4 in Southwest Addition, an Addition
to the City of Lawrence, Douglas County, Kansas.

Together with all apparatus, fixtures, furnaces, heaters, mantles, gas and electric light fixtures, screens, screen
doors, awnings, bath tubs, plumbing fixtures and all other fixtures of whatsoever kind or nature contained or placed
in the building upon said premises, as well as all garages and other outbuildings placed and/or to be placed upon said
premises, whether the same are upon or off of foundations.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and ap-
purtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of

TWELVE THOUSAND FIVE HUNDRED * * * * * DOLLARS,

with interest thereon, and such charges and additional advances, including money advanced for taxes, insurance and re-
pairs as may become due to said party of the second part under the terms and conditions of the promissory note secured
hereby, to be repaid under the terms and conditions of such promissory note.

Mortgagor.s hereby assigns to mortgagee the rents and income arising at any and all times from the property
mortgaged to secure said note, and hereby authorize mortgagee or its agent, at its option, upon default to take charge
of said property and collect all rents and income and apply the same on the payment of insurance premiums, taxes,
assessments, repairs or improvements necessary to keep said property in tenantable condition, or other charges or pay-
ments provided for in this mortgage or in the note hereby secured. This assignment of rents shall continue in force
until the unpaid balance of said note including charges and additional advances is fully paid. It is also agreed that the
taking of possession hereunder shall in no manner prevent or retard mortgagee in the collection of said sums by fore-
closures or otherwise.

NOW, if said part ies of the first part shall cause to be paid to the party of the second part the amount due
it under said promissory note, in accordance with the terms thereof, and any additional advances, and comply with all
the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and
effect, and may be foreclosed as in said promissory note provided.

In the event of the foreclosure of this mortgage and the sale of said premises, the mortgagors expressly waive ap-
praisement.

IN WITNESS WHEREOF, the said part ies of the first part ha ve hereunto set their
hand s the day and year first above written.

STATE OF KANSAS
COUNTY OF DOUGLAS

} ss.

Arnold Glen Wiley
(Arnold Glen Wiley)
Ruth Loretta Wiley
(Ruth Loretta Wiley)

BE IT REMEMBERED, that on this 28th day of April, A.D. 1964
before me, the undersigned, a Notary Public in and for the County and State aforesaid came
Arnold Glen Wiley and Ruth Loretta Wiley, his wife
who are personally known to me to be the same person s who executed the within instrument of
writing, and such person s duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

(SEAL)
PUBLIC
My Commission expires 11-7-67

George W. Boland
Notary Public.