

582

Reg. No. 20,003
Fee Paid \$42.50

11-498 (3-63 Revised 4-611-1000)

89580 BOOK 138

KANSAS RESIDENCE MORTGAGE

THIS MORTGAGE, Made the first day of October A. D. 1964 between

Harry E. Talley and Marjorie L. Talley, individually and as husband and wife, of Douglas County, Kansas

hereinafter (whether one or more in number) called Mortgagors, and
The Northwestern Mutual Life Insurance Company, a Wisconsin corporation,
having its principal place of business and post office address at
Milwaukee, Wisconsin
hereinafter called Mortgagee:

WITNESSETH, That Mortgagors, in consideration of the sum of
Seventeen thousand dollars -----
to them in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, do by these presents mort-
gage and warrant unto Mortgagee the following described Real Estate in the
County of Douglas ----- and State of Kansas, to-wit:

Lot 4 in Block 7, in Schwarz Acres No. 2, an Addition to the City of Lawrence,
in Douglas County, Kansas, as shown by the recorded plat thereof, subject to
reservations, restrictions, covenants and easements of record, if any.

The proceeds of the loan hereby secured are being applied on the purchase
price of the premises above described.

The mortgagors further agree that they will not make any voluntary inter vivos
transfer of the premises or any part thereof without first obtaining the written
consent of the mortgagee. Any such transfer, if the mortgagee shall not so
consent, shall constitute a default under the terms of this instrument and the
mortgagors shall pay to the mortgagee, in addition to the whole indebtedness
secured (as herein provided in event of default), a prepayment fee to the extent
that such shall be lawful, calculated on the amount of principal prepaid at the
rate as though the mortgagors had elected to prepay the indebtedness in accordance
with the terms of the note secured hereby. If the mortgagee shall so consent,
it shall consent also to substitution of mortgagors' transferee as obligor under
this mortgage and the aforesaid note.

Together with all buildings and improvements now or hereafter erected thereon and the rents, issues
and profits thereof, and all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing,
gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of
which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the
hereditaments and appurtenances pertaining to the property above described, all of which is referred to
hereinafter as the "premises."

TO HAVE AND TO HOLD the same unto Mortgagee forever.
CONDITIONED, HOWEVER, That if -----

Mortgagors

shall pay or cause to be paid to Mortgagee, at its office in the City of Milwaukee, Wisconsin
or at such place which may hereafter be designated by
Mortgagee, its or his heirs, executors, administrators, successors or assigns, the principal sum of

Seventeen thousand dollars -----
with interest, as provided in accordance with the terms and provisions of a promissory note of even date
herewith executed by them and payable to the order of Mortgagee, to which note reference is hereby made,
the final payment of which, if not sooner paid, is due and payable not later than the first day
of November 1989, and shall likewise pay or cause to be paid such additional
sums, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagors when evidenced by
a promissory note or notes of Mortgagors, such additional note or notes to be identified by recital that it
or they are secured by this mortgage, and such note or notes shall be included in the word "note" wherever
it appears in the context of this mortgage, and shall also fully perform all the covenants, conditions and
terms of this mortgage, then these presents shall be void, and Mortgagee shall issue a release of this mort-
gage, which Mortgagors agree to record at their own expense, otherwise to remain in full force and effect.