

REAL ESTATE MORTGAGE (TO CORPORATION)

C-384-2 T.W.

Hall Litho. Co., Topeka

THIS INDENTURE, made this 27th day of 1517 BOOK 110 May 1965, between

of the County of Douglas THE ASSOCIATED PROPERTY COMPANY, INC.  
and State of Kansas, hereinafter referred to as mortgagors, and  
AMERICAN SAVINGS ASSOCIATION OF TOPEKA, Topeka, Kansas  
hereinafter referred to as mortgagee, -

WITNESSETH, That said mortgagors, in consideration of the sum of  
FIFTY-TWO THOUSAND FIVE HUNDRED and 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 2 in Block 3 in Brookview Terrace, an addition  
to the City of Lawrence, in 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  
FIFTY-TWO THOUSAND FIVE HUNDRED and NO/100-----DOLLARS

according to the terms of a certain promissory note this day executed by said mortgagors to the mortgagee for  
that amount which is due and payable in monthly payments of \$383.76 with interest at 6 1/4 % 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 the mortgagee such deeds or other instruments as the mortga-  
gee may now or hereafter require in order to facilitate the payment 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

## Easements and restrictions of record

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

FIFTY-TWO THOUSAND FIVE HUNDRED and NO/100-----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. Appraisement 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. Mortgagors further agree that any and all rights of redemption under laws of Kansas are hereby

IN TESTIMONY WHEREOF, the said mortgagors have hereunto affixed their hands and seals on the day and year last above  
written.

THE ASSOCIATED PROPERTY CO., INC.

BY: Joe B. Stroup (Seal).

Billy B. Vantuyl, Secretary-Treasurer (Seal).

Mortgagors

State of Kansas, County of Douglas

BE IT REMEMBERED, that on this 27th day of May, 1965, before me,

the undersigned, a Notary Public, Joe B. Stroup, President, and Billy B. Vantuyl, Secretary-  
in and for the County and State aforesaid, came, Treasurer, of The Associated Property Company, Inc.,  
to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowl-  
edged the execution of the same, as the act and deed of said Company.

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

May 29 1965  
(My commission expires May 29, 1966.)

