

211

Reg. No. 1,406
Fee Paid \$30.00

Mortgage

POSTAL SAVINGS AND LOAN ASSOCIATION
TOPEKA, KANSAS

5743 BOOK 144

Loan No. 40-0117

THE UNDERSIGNED,

CHARLES J. WOHLLETZ and VELMA WOHLLETZ, his wife

of Topeka, County of Shawnee, State of Kansas

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

POSTAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of Kansas,

hereinafter referred to as the Mortgagee, the following real estate

in the County of Douglas, in the State of Kansas, to-wit:

Lot 5, less the West 1.32 feet thereof, in Block "C", in Davis-Wiggins Addition No. 2 and Replat of Lots 2, 3, 4 and 5 in Block 6, Lot 1 in Block 3 of Davis-Wiggins Addition, an Addition to the City of Lawrence, as shown by the recorded Plat thereof, in Douglas County, Kansas.

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, airconditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided in the Supplemental Agreement secured hereby. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of Twelve Thousand and no/100-----Dollars

(\$ 12,000.00), which Note, together with interest thereon as therein provided, is payable in monthly installments of

Ninety and no/100-----Dollars

(\$ 90.00), commencing the 20th day of September, 1966,

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note and such additional

advances in a sum in excess of Twelve Thousand and no/100-----Dollars (\$ 12,000.00), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained in a Supplemental Agreement dated, executed and delivered concurrently herewith and reference is hereby made to said Note and Supplemental Agreement for the full terms and conditions thereof and the same are hereby incorporated herein as fully as if written out verbatim herein.